

**7. Certification of Nonsegregated Facilities (APR 1984) (FAR 52.222-21)**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractors will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**8. Previous Contracts and Compliance Reports (APR 1984) (FAR 52.222-22)**

The offeror represents that--

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [ ] has, [ ] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEMS 9 AND 10.****9. Type of Business Organization - Sealed Bidding (JUL 1987) (FAR 52.214-2)**

The bidder, by checking the applicable box, represents that--

- (a) It operates as [ ] a corporation incorporated under the laws of the State of \_\_\_\_\_,  
[ ] an individual, [ ] a partnership, [ ] a nonprofit organization,  
or [ ] a joint venture; or
- (b) If the bidder is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization,  
[ ] a joint venture, or [ ] a corporation, registered for business in \_\_\_\_\_  
(country)

**10. Place of Performance - Sealed Bidding (APR 1985) (FAR 52.214-14)**

(a) The bidder, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street  
Address, City, County, State,  
Zip Code)

Name and Address of Owner  
and Operator of the Plant or  
Facility if Other than Bidder

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IF NEGOTIATION PROCEDURES ARE USED, COMPLETE ITEMS 11, AND 13.****11. Type of Business Organization (OCT 1997) (FAR 52.215-4)**

The offeror or respondent, by checking the applicable box, represents that--

- (a) It operates as [ ] a corporation incorporated under the laws of the State of \_\_\_\_\_, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, or [ ] a joint venture; or
- (b) If the offeror or quoter is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, or [ ] a joint venture, or [ ] a corporation, registered for business in the country of \_\_\_\_\_.

**12. NOT USED****13. Place of Performance (OCT 1997) (FAR 52.215-6)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:



Place of Performance (Street  
Address, City, County, State,

Name and Address of Owner  
and Operator of the Plant or Facility  
if Other than Offeror or Respondent

_____	_____
_____	_____
_____	_____

**COMPLETE ITEMS 14 THROUGH 42 ONLY AS INDICATED ON CHECKLIST.**

**14. Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-19)**

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if Offeror has certified itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation).

The Offeror represents and certifies as part of its offer that it [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range).

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following)

No. of employees	Avg. annual gross revenues
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

**15. Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-21)**

(Complete only if the Offeror has certified itself under the provision at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror represents and certifies as follows:

Offeror's number of employees for the past 12 months (check the column if size standard stated in solicitation is expressed in term of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following).

No. of employees	Avg. annual gross revenues
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

**16. Certificate of Independent Price Determination (APR 1985) (FAR 52.203-2)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.



**17. Requirement for Certificate of Procurement Integrity (SEP 1995) (FAR 52.203-8) (SEALED BIDDING)**

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

**CERTIFICATE OF PROCUREMENT INTEGRITY**

(1) I, \_\_\_\_\_ [Name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of \_\_\_\_\_ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

---



---



---



---

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Signature of the officer or employee responsible for the offer and date \_\_\_\_\_.

Typed name of the officer or employee responsible for the offer \_\_\_\_\_.

\* Subsections (27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c)(1) For procurements using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see Subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in subparagraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

**18. NOT USED****19. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.203-11)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or



employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352 title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## 20. Foreign Ownership, Control, or Influence Over Contractor (APR 1993) (DEAR 952.204-73)

[NOTE: Offerors, and if applicable, parent organizations, who have (1) submitted this information previously; (2) received an affirmative FOCI clearance determination within the past five years; and (3) experienced no changes to the FOCI submissions previously filed need only have an authorized official of the respective organization complete the alternate certification to that effect at the end of this representations and certifications, identifying the DOE office to which they provided the information and the date of the prior representations and certifications. Failure to furnish the information upon request will render the offeror ineligible for award.]

(a) For purposes of this provision, a foreign interest is defined as any of the following:

- (1) A foreign government or foreign government agency;
- (2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;
- (3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation, or person; or
- (4) Any person who is not a U.S. citizen.

(b) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or significant quantity of special nuclear material as defined in 10 CFR Part 710 may result.

(c) If the offeror/bidder has not previously submitted responses to the following questions to DOE as part of the facility security clearance process, then it shall answer the following questions. Answer each question in either the "yes" or "no" column. If the answer is yes, furnish in detail on a separate sheet of paper all the information requested in parentheses. Copies of information which responds to these questions and which was submitted to other Government agencies may be submitted as responses to these questions if the earlier responses are accurate, complete, and current.

Question	Yes	No
<p>1. Does a foreign interest own or have beneficial ownership in 5% or more of your organization's voting securities?</p> <p>(Identify the percentage of any class of shares or other securities issued which are owned by foreign interests, listed by country. If you answer "Yes" and have received from an investor a copy of Schedule 13D and/or Schedule 13G filed by the investors with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>2. Does your organization own 10% or more of any foreign interest?</p> <p>(Furnish the name of the foreign interest, address by country, and the percentage owned. Include name and title of officials of your organization who occupy positions with the foreign interest, if any.)</p>		
<p>3. Do any foreign interests have management positions such as directors, officers, or executive personnel in your organization?</p> <p>(Furnish full information concerning the identity of the foreign interest and the position he/she holds in your organization.)</p>		
<p>4. Does any foreign interest control or influence, or is any foreign interest in a position to control or influence the election, appointment, or tenure of any of your directors, officers, or executive personnel?</p> <p>(Identify the foreign interest(s) and furnish full details concerning the control or influence.)</p>		
<p>5. Does your organization have any contracts, binding agreements, understandings, or arrangements with a foreign interest(s) that cumulatively represent 10% or more of your organization's gross income?</p> <p>(Furnish the name of the foreign interest, country, nature of agreement or involvement. Agreements include licensing, sales, patent exchange, trade secrets, agency, cartel, partnership, joint venture, proxy, etc. Give overall percentage by country as related to total income and type of services or products in general terms. If you answer "Yes" and have received from the foreign interest a copy of Schedule 13D and/or Schedule 13G filed by the foreign interest with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		



<p>6. Is your organization indebted to foreign interests?</p> <p>(Furnish the amount of indebtedness as related to the current assets of the organization and identify the creditor. Include specifics as to the type of indebtedness and what, if any, collateral, including voting stock, has been furnished or pledged. If any debentures are convertible, specifics about the indebtedness, collateral, if any, and what will be received after conversions are to be furnished.)</p>	
<p>7. Does your organization derive any income from Communist countries included in Country Groups Q, S, W, Y, and Z in Supplement No. 1 in 15 CFR Part 770?</p> <p>(Discuss in detail any income derived from Communist countries, including percentage from each such country as related to total income, and the type of services or products involved.)</p>	
<p>8. Is 5% or more of any class of your organization's securities held in "nominee shares," in "street names", or in some other method which does not disclose beneficial owner of equitable title?</p> <p>(Identify each foreign institutional investor holding 5 percent or more of the voting stock. Identification should include the name and address of the investor and percentage of stock held. State whether the investor has attempted to, or has, exerted any management control or influence over the appointment of directors, officers, or other key management personnel, and whether such investors have attempted to influence the policies of the corporation. If you have received from the investor a copy of the Schedule 13D and/or Schedule 13G filed by the investor with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>	
<p>9. Does your organization have interlocking directors with foreign interests?</p> <p>(Include identifying data on all such directors. If they have a security clearance, so state. Also indicate the name and address of all other corporations with which they serve in any capacity.)</p>	
<p>10. Are there any citizens of foreign countries employed by, or who may visit, your offices or facilities in a capacity which may permit them to have access to classified information or a significant quantity of special nuclear material?</p> <p>(Provide complete information by identifying the individuals and the country of which they are citizens.)</p>	
<p>11. Does your organization have foreign involvement not otherwise covered in your answers to the above questions?</p> <p>(Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.)</p>	

**Certification**

( ) I certify that the above entries made by me are accurate, current, and complete to the best of my knowledge and belief and are made in good faith.

**Alternate Certification**

( ) I need not complete this comprehensive representations because an affirmative FOCI clearance determination has been made based upon previous representations made to:

\_\_\_\_\_

[insert name of office and date of prior representations]

and I certify that the information remains accurate, current, and complete.

Company Name and Address: \_\_\_\_\_

Signature<sup>1,2</sup>: \_\_\_\_\_

Name: (Print) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup>(904.7003 requires signature by an authorized official, that is, an official identified in the organization's Articles of Incorporation or By-Laws as responsible for managing the business affairs of the organization, or any other employee, identified by name, of the organization if designated in writing by such an authorized official as having been delegated authority to execute FOCI representations and certification on behalf of the organization.)

<sup>2</sup>Before signing, please review your submission for completeness.



(d) Prior to award of a contract under this solicitation, the DOE must determine that award of the contract to the offeror/bidder will not pose an undue risk to the common defense and security as a result of its access to classified information or a significant quantity of special nuclear material in the performance of the contract. In making the determination, the contracting officer may consider a voting trust or other arrangements proposed by the offeror/bidder to mitigate or avoid FOCI. The contracting officer may require the offeror/bidder to submit such additional information as deemed pertinent to this determination.

(e) The offeror/bidder shall require any subcontractors having access to classified information or a significant quantity of special nuclear material to submit the certifications in (c) above directly to the DOE contracting officer.

(f) Information submitted by the offeror/bidder in response to the questions in (c) above is to be used solely for purposes of evaluating foreign ownership, control, or influence and shall be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

**CONTENTS REVIEW**  
[Please Review Before Submitting]

Prior to submitting an FOCI submission, the offeror shall review the submission to ensure that:

(1) if the offeror is owned by a parent organization(s), the FOCI representations and certification have been attached for all tier parents, i.e., ultimate parent and any intervening levels of ownership. Each certification must be signed and dated by an authorized official of the respective organization.

(2) if the offeror is a publicly traded company or a subsidiary of another corporation, the contractor and all tier parents have submitted the following information in addition to the executed FOCI representations and certification:

(a) the ultimate parent has submitted its most recent Annual Report, most recent Proxy Statement for its annual meeting of stockholders, and its Securities and Exchange Commission 10-K Report.

(b) subsidiaries have submitted separate consolidated financial information for their organization and all their wholly-owned and/or majority-owned subsidiaries and affiliates.

(c) the offeror and all tier parents have submitted a list identifying their respective organization's officers, directors, and executive personnel, to include their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.

(3) if the offeror is a privately owned company, the following information has been provided in addition to the executed FOCI representations and certification:

(a) Consolidated financial information for their organization and all their wholly- and/or majority-owned subsidiaries and affiliates.

(b) a list identifying the organization's owners, officers, directors, and executive personnel, to include their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.

Note: If any of these documents are missing, the contracting officer cannot complete award of the contract.

**21. Economic Purchase Quantity - Supplies (AUG 1987) (FAR 52.207-4)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different points, this information is desired as well.

ITEM	QUANTITY	OFFEROR RECOMMENDATIONS	
		PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**22. Jewel Bearings and Related Items Certificate (APR 1984) (FAR 52.208-2)**

(a) This is to certify that--

(1) Jewel bearings and/or related items, as defined in the Required Sources for Jewel Bearings and Related Items clause, will be incorporated into one or more items/will not be incorporated into any item [delete one] covered by this offer;

(2) Any jewel bearings required (or an equal quantity of the same type, size, and tolerances) will be ordered from the William Langer Plant, Rolla, North Dakota 58367, as provided in the Required Sources for Jewel Bearings and Related Items clause; and

(3) Any related items required (or equal quantity of the same type, size, and tolerances) will be acquired from domestic manufacturers, including the Plant, if the items can be obtained from those sources.

(b) Attached to this certificate are estimates of the quantity, type, and size (including tolerances) of the jewel bearings and related items required, and identification of the components, subassemblies, or parts that require jewel bearings or related items.

Date of Execution \_\_\_\_\_  
Solicitation No. \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_



Firm \_\_\_\_\_

Address \_\_\_\_\_

**23. Organizational Conflicts of Interest - Disclosure or Representation (DEC 1994) (DEAR 952.209-70)**

(a) It is Department of Energy policy to avoid situations which place an offeror in a position where its judgment may be biased due to any past, present, or currently planned interest, financial or otherwise, that the offeror may have which relates to the work to be performed pursuant to this solicitation, or where the offeror's performance of such work may provide it with an unfair competitive advantage. (As used herein, 'offeror' means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.) Therefore:

(1) As required by section 401 of Pub. L. 95-39 (42 U.S.C. 5918(a)) and section 10 of Pub. L. 95-70 (15 U.S.C. 789(a)), the offeror shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work described in the statement of work of this solicitation. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of affiliates or other divisions or sections of the proposing entity and how that structure or system would avoid or mitigate an organizational conflict of interest.

(2) The proposing entity shall assure that any consultants and subcontractors, identified in its proposal, which will perform services similar to those to be performed by the proposer, i.e., evaluation services or activities or technical consulting and management support services submit the same information as required by paragraph (a)(1) of this clause, either as part of the proposing entity's proposal, or directly to DOE prior to the time and date set for receipt of proposals, with identification of the solicitation and the offeror's proposal to which it relates.

(3) The proposing entity shall also assure that each of its chief officers or directors, if any, who will be directly involved in the actual performance of the contract, submit such information.

(4) The proposing entity shall promptly provide to the DOE contracting officer information concerning any changes, including additions, in its relevant facts reported under paragraph (a)(1) of this clause, that occur between the submission of its proposal and the award of the contract or the time that the proposer is notified that it is no longer under consideration for award.

(b) In the absence of any relevant interests referred to above, the offeror or others specified above, shall submit a statement certifying that to its best knowledge and belief no such facts exist relevant to the work to be performed.

(c) If the proposing entity has submitted a Securities and Exchange Commission Form 10k to that agency, it shall include a copy of the form and a list of all attachments as part of its business management proposal (or cost proposal if no business management proposal is required).

(d) The contracting officer will review the statement submitted and may require the submission of additional relevant information. All such information, and any other relevant information known to the Department, will be used to determine whether an award to the offeror may create an organizational conflict of interest with respect to the offeror's (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. If such a conflict is found to exist, the Department, at its sole discretion, may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the offeror, or (3) determine that it is otherwise in the best interest of the United States to contract with the offeror in face of an organizational conflict after including appropriate conditions mitigating such conflict.

(e) The refusal to provide the disclosure or representation and any additional information as required shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated for default. The offeror may also be disqualified from subsequent related Department contracts, and be subject to such other remedial action as may be permitted or provided by law or in the resulting contract. The attention of the offeror in complying with this provision is directed to 18 U.S.C. 1001.

(f) Depending on the nature of the contract activities, the offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement of work, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an offeror shall be considered by the Department in the evaluation of proposals, and if the Department considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

(g) No award shall be made until the disclosure or representation has been evaluated by the Government. Failure to provide the disclosure or representation will be deemed to be a minor informality, and the offeror shall be required to promptly correct the omission.

**24. Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-16)**

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of \_\_\_\_\_ calendar days [the Contracting Officer shall insert the number of days].

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

**25. Annual Representations and Certifications Sealed Bidding (DEC 1989) (FAR 52.214-30)**

The bidder certifies that annual representations and certifications [check the appropriate block]:

☐ (a) Dated \_\_\_\_\_ [insert date of signature of submission], which are incorporated herein by reference, have been submitted to the contracting office issuing this solicitation and that the submittal is current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):

☐ (b) Are enclosed.



**26. Period For Acceptance of Offer (APR 1984) (FAR 52.24-15)**

In compliance with the solicitation, the offeror agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

**27. NOT USED****28. Walsh-Healey Public Contracts Act Representation (APR 1984) (FAR 52.222-19)**

The offeror represents as a part of this offer that the offeror is ☐ or is not ☐ a regular dealer in, or is ☐ or is not ☐ a manufacturer of, the supplies offered.

**29. Affirmative Action Compliance (APR 1984) (FAR 52.222-25)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

**30. EXEMPTION FOR APPLICATION OF SERVICE CONTRACT ACT PROVISIONS (OCT 1995) (FAR 52.222-48)**

(a) The following certification shall be checked:

**CERTIFICATION**

The offeror certifies ☐ /does not certify ☐ that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain ADP, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount prices) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor, and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor, and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

**31. Clean Air and Water Certification (APR 1984) (FAR 52.223-1)**

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ☐ , is not ☐ listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**32. Recovered Material Certification (MAY 1995) (FAR 52.223-4)**

The offeror certifies, by signing this offer, that recovered materials, as defined in FAR 23.402, will be used as required by the applicable purchase descriptions.

**33. Certification Regarding a Drug-Free Workplace (JAN 1997) (FAR 52.223-6)**

"Controlled substance" means a controlled substance in schedules I through V or section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The contractor, if other than an individual, shall--within thirty days after award (unless a longer period is agreed to in writing for contracts of thirty days or more performance duration), or as soon as possible for contracts of less than thirty days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;



- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on the contract, the employee will--
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notify the Contracting Officer in writing within ten (10) calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

#### 34. CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) (FAR 52.223-13)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
  - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[check each block that is applicable.]*
- ☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).
  - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).
  - ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).
  - ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102; or
  - ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

#### 35. Buy American Certificate (DEC 1989) (FAR 52.225-1)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

(List as necessary)	
Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

#### 36. Balance of Payments Program Certificate (APR 1985) (FAR 52.225-6)

(a) The offeror hereby certifies that each end product or service, except those listed below, is a domestic end product or service (as defined in the clause entitled "Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products or Services	
Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(b) For evaluation purposes only, each offer of an end product other than a domestic end product shall be increased by 50 percent. Any domestic end product offer that exceeds such evaluated other end product shall be considered unreasonable in cost or inconsistent with the public interest.

#### 37. Buy American Act -- Supplies Under European Community Agreement Certificate (May 1993) (FAR 52.225-16)

The Offeror certifies that each end product, except those listed below is a domestic end product or a European Community (EC) end product (as defined in the clause entitled, Buy American Act--Supplies



(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor. (Disclosure must be on Form No. CASB DS-1. Forms may be obtained from the cognizant ACO or from the loose-leaf version of the Federal Acquisition Regulation.) Date of Disclosure Statement: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Name and Address of Cognizant ACO where filed \_\_\_\_, The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_/\_\_/\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_. The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

[ ] (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause. [ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices effecting existing contracts and subcontracts.

☐ YES or ☐ NO

## 42. Permits, Authorities, or Franchises (APR 1984) (FAR 52.247-2)

(a) The offeror certifies that the offeror does [ ], does not [ ], hold authorization from the Interstate Commerce Commission or other cognizant regulatory body. If authorization is held, it is as follows:

(Name of regulatory body)

(Authorization No.)



(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

**43. Certification Regarding Workplace Substance Abuse Programs at DOE Sites (AUG 1992) (DEAR 970.5204.57)**

(a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.

(b) The offeror/bidder certifies and agrees that it will provide to the contracting officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707.

(c) Failure of the offeror/bidder to certify in accordance with paragraph (b) of this provision, renders the offeror unqualified and ineligible for award.

(d) In addition to other remedies available to the Government, this certification concerns a matter within the jurisdiction of an agency of the United States, and the making of false, fictitious, or fraudulent statements may render the maker subject to prosecution under Title 18, U.S.C., section 1001.

---

Signature of officer/employee certifying  
regarding the offeror's workplace sub-  
stance abuse program/Date

---

Typed name and title of signatory

**44. Signature/Certification**

By signing below, the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

---

Signature of the Officer or Employee/Date of Execution  
Responsible for the Bid/Offer

---

Typed Name and Title of the Officer or Employee  
Responsible for the Bid/Offer

---

Name of Organization

---

Street

---

City, State

---

SOLICITATION NUMBER

**NOTE:** Additional Representations and Certifications may be required for specific delivery order projects awarded against the contracts resulting from this solicitation. (See the Provision at Section H.3.)



## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. All of these provisions are available on the Internet, in full text, at: <http://farsite.hill.af.mil/vffar1.htm>

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS:

<u>FAR Clause No.</u>	<u>Clause Name</u>
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
52.215-1	Instructions to Offerors - Competitive Acquisition (OCT 1997)
52.216-27	Single or Multiple Awards instruction (OCT 1995)
52.222-24	Preaward On-site Equal Opportunity Compliance Review (Apr 1984)

### L.2 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

### L.3 DISPOSITION OF PROPOSALS OR BIDS

Proposals or bids will not be returned (except for timely withdrawals).

### L.4 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

### L.5 SUBMISSION OF OFFERS

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.



(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

(d) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(e) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government, and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

#### **L.6 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS**

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received by the Government not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(5) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.



(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(h) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals". Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(i) If an emergency or unanticipated event interrupts normal Government processes so that technical proposals cannot be received at the office designated for receipt of technical proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of technical proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

## **L.7 EXPLANATION TO PROSPECTIVE OFFERORS**

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. The Contracting Officer will continue to accept questions up to the closing date of the solicitation; however, time may not permit answers to questions received within fifteen (15) calendar days of the closing date for the solicitation.

## **L.8 FAILURE TO SUBMIT OFFER**

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.



**L.9 FALSE STATEMENTS**

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

**L.10 DISCUSSIONS WITH OFFERORS**

DOE intends to make award(s) based on initial offers received in response to this solicitation. However, the Contracting Officer may, at her discretion, establish a competitive range of offerors prior to selection and conduct written or oral discussions with all responsible offerors whose proposals have been determined to be within that competitive range. Offerors will be notified of a competitive range, if established, and of the date, time, and place for any discussions. Any such discussions will be conducted in accordance with DOE acquisition policies and procedures.

**L.11 PERIOD FOR ACCEPTANCE OF OFFERS**

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 150 calendar days from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

**L.12 TIME, DATE AND PLACE PROPOSALS ARE DUE**

(a) Bid/Proposal Submission by U.S. Mail

Bids/Proposals must be received at the mailing address below:

U.S. Department of Energy  
Golden Field Office  
Attn: Solicitation No. DE-RP36-98GO10219  
1617 Cole Blvd., Bldg. 17/3rd Floor Reception  
Golden, CO. 80401

by NO LATER THAN 3:00 p.m. local prevailing time on 6/1/98 (CAUTION: See bid/proposal submission instructions, including the provision describing treatment of Late Proposals, Modifications and Withdrawals in Section L of this solicitation.)

(b) Bid/Proposal Submission by Other than U.S. Mail

Offerors electing to submit bid/proposals by means other than the U.S. Mail, including commercial courier service, assume the full responsibility of insuring that proposals are received at the address above by the date and time specified above. Such bids/proposals must be closed and sealed as if for mailing.

**L.13 ALTERNATE PROPOSAL INFORMATION - NONE**

Alternate proposals are not solicited, are not desired, and shall not be evaluated.



**L.14 AMENDMENTS TO SOLICITATION**

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. Offerors shall acknowledge receipt of any amendments to this solicitation by (1) signing and returning the amendment; (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, (3) letter or telegram, or 4) facsimile, if facsimile offers are authorized in the solicitation. Alternative (2) is preferred but not required. The Government must receive the acknowledgement by the time specified for receipt of offers. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. All amendments will be issued via the Internet, as was the original solicitation. Requests for mailed copies will be accepted.

**L.15 DISPOSITION OF SOLICITATION DOCUMENTS**

Drawings, specifications and other documents supplied with the solicitation may be retained by the offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

**L.16 ANTICIPATED AWARD DATE**

For purposes of price proposal preparation, offerors should use October 15, 1998 as the anticipated award date.

**L.17 CONTRACT AWARDS**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except communications conducted for the purpose of minor clarification). Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.



(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

(h) The Government may disclose the following information in post-award debriefings to other offerors: (1) the overall evaluated cost or price and technical rating of the successful offeror; (2) the overall ranking of all offerors, when any ranking was developed by the agency during source selection; (3) a summary of the rationale for award; and (4) for acquisitions of commercial end items, the make and model of the item to be delivered by the successful offeror.

#### **L.18 NUMBER OF AWARDS**

It is anticipated that there will be a minimum of one (1) and a maximum of three (3) awards resulting from this solicitation. The Government reserves the right to determine what number of awards will be made within that range.

#### **L.19 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract resulting from this solicitation, with all projects to be awarded by delivery orders against the awarded contract(s).

#### **L.20 INFORMATION ON AWARD**

Written notice to unsuccessful offerors or bidders and contract award information will be promptly released in accordance with DOE regulations.

#### **L.21 FAR 52.233-2 and DEAR 952.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Energy  
Golden Field Office, Bldg. 17 Reception  
1617 Cole Boulevard  
Golden, CO. 80401  
Attn: Solicitation No. DE-RP36-98GO10219

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GAO.



(c) Another copy of a protest lodged with the GAO shall be furnished to the following address within the time described in paragraph (b) of this clause:

U.S. Department of Energy  
 Assistant General Counsel for  
 Procurement and Financial Assistance (GC-61)  
 1000 Independence Avenue, S.W.  
 Washington, DC 20585  
 Fax: (202) 586-4546

**L.22 CLASSIFIED MATERIAL - NONE (NOV 1987)**

Performance under the proposed contract is not anticipated to involve access to classified material.

**L.23 NOTICE OF LABOR PROVISIONS (APR 1984)**

**a. LISTING OF EMPLOYMENT OPENING (APR 1984)**

Offerors should note that this solicitation includes a provision requiring the listing of employment openings with the local office of the Federal - State employment service system where a contract award is for \$10,000 or more. (See clauses, "Affirmative Action for Special Disabled and Vietnam Era Veterans and "Affirmative Action for Handicapped Workers" of the Contract Clauses).

**b. INFORMATION FROM DEPARTMENT OF LABOR (APR 1984)**

General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C. 20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

**L.24 RESERVED**

**L.25 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)**

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

**L.26 RESTRICTION ON DISCLOSURE AND USE OF DATA**

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall -



(a) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets \_\_\_\_\_ (insert numbers or other identification of sheets)"; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

#### **L.27 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (UNRESTRICTED)**

The Standard Industrial Classification (SIC) code for this acquisition is 8711. This acquisition is unrestricted and contains no set-aside provisions.

#### **L.28 PROJECT SITE TECHNICAL DATA**

All the technical data that is required in order to submit a proposal is provided with this solicitation, in Part IV, Section J, Attachment 5. The technical data at this Attachment 5 includes all the following categories of information:

- a. General Site Information
- b. Table of Required PV System/ECM installations, as applicable
- c. Existing energy system specification and consumption data
- d. Site utility rate and consumption data
- e. Site specific project requirements and rebate programs

The site specific proposal is to be prepared using the technical data included in this Attachment ONLY. Any assumptions made and used in preparation of the proposal, due to incomplete information, or any other reason, should be clearly identified and documented in the proposal, with support provided for the assumption(s).



**L.29 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL****(a) General**

Proposals are expected to conform to the solicitation provision entitled "Preparation of Offers" and be prepared in accordance with this section. To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number to the extent practicable.

**(b) Overall Arrangement of Proposal**

(1) The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. The required number of each proposal volume is also shown below.

<u>Proposal Volume - Title</u>	<u>Number of Copies</u>
Volume I - Offer & Other Documents	1
Volume II - Technical	7
Volume III - Cost/Price	2

(2) Signed Originals. Copy No. 1 of the Volume 1 proposal shall contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

(c) Each volume designated above is to be packaged individually. This does not preclude packaging more than one volume in a single overall package. Mark the Volume numbers on the outside of the individual package or packages. External markings and place for submission are indicated in the solicitation.

**L.30 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I, OFFER AND OTHER DOCUMENTS**

(a) General: Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgements, make or buy program, justification for noncompetitive proposed subcontracts, identification of technical data to be withheld, request for waiver of patent clauses, any deviations taken, etc. Although it incorporates them by reference, it does not physically include the other volumes.

(b) Format and Content: Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

- (1) The Proposal Form, fully executed.
- (2) Offeror Representations, Certifications, and Acknowledgements fully executed.
- (3) Summary of plan for competition in Subcontracting.
- (4) Exceptions and Deviations taken to the model contract, if any.
- (5) Summary of Exceptions and Deviations taken in other Volumes, if any.
- (6) Evidence of inclusion on DOE Qualified List of ESCOs.



(c) The Proposal Form:

- (1) Use of the Form. The Proposal Form is to be executed fully and used as the cover sheet (or first page) of each copy of Volume I, Offer and Other Documents.
- (2) Acceptance Period. The acceptance period entered on the Proposal Form by the offeror shall not be less than that prescribed in the solicitation provision entitled "Offer Acceptance Period", which shall apply if no other period is offered. (See Section L.11.)
- (3) Signature Authority. The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

(d) Offeror Representations, Certifications, and Other Statements of Offerors: Offeror Representations, Certifications, and Other Statements of Offerors (see Part IV, Section K) are to be executed fully and a copy included in each copy of Volume I, Offer and Other Documents.

(e) Competition in Subcontracting:

- (1) See clauses entitled "Subcontracts (Fixed-Price Contracts)" and "Competition in Subcontracting" of the contract clauses.
- (2) The offeror shall select proposed subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the solicitation. A general summary of the offeror's plan for competitive solicitation of proposed subcontractors shall be discussed in this section, to include indication of when if ever non-competitive selection of proposed subcontractors would be considered to be justified.

(f) Exceptions and Deviations to the Model Contract:

- (1) The offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the model contract, Offeror Representations, Certifications, and other Statements of the offeror form, the requirements of this Section, and other matters included in Volume I - Offer and Other Documents, including the reporting requirements.

(g) Summary of Exceptions and Deviations Taken in Other Volumes: The offeror shall summarize each technical, cost, business, or other exception taken elsewhere, and provide specific cross references to its full discussion.

(h) Offeror shall provide evidence of acceptance on the DOE Qualified List of Energy Service Companies or shall show evidence of actions taken in applying for acceptance onto the Qualified List.



**L.31 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II, TECHNICAL PROPOSAL**

a. General Requirements. Technical Proposals shall be precise, factual, complete and descriptive in ONLY sufficient detail to allow the Government to evaluate the offeror's proposed approach and qualifications to perform the required services. Technical proposal evaluation factors are provided in Section M.

In order that your Technical Proposal may be evaluated strictly on the merit of the material submitted, NO COST/PRICE INFORMATION IS TO BE INCLUDED IN YOUR TECHNICAL PROPOSAL. Where estimated manhours will provide clarity, they shall be quoted in manhour figures only, with no indication as to the cost of these manhours.

b. Proposal Length Requirements. The proposal text should be typed in 12 pitch (or equivalent) and printed, unreduced in size, on 8-1/2" by 11" paper. In no case shall the General Regional Contract Capabilities - Part I, exceed fifty (50) pages in length, excluding exhibits, relevant appendices and personnel biographies. Part II narrative description of technical approach shall not exceed twenty-five (25) pages in length for the site plus a maximum of five (5) pages for the site specific PV/ECM. Appendices or attachments to the five page PV/ECM narrative is allowed to provide supporting information such as manufacturer's data and assumptions/analyses for PV/ECM proposed energy savings. Illustrations shall be legible, and foldouts shall, in general be held to 11" wide by 17" long in size. A limited number of foldouts may be longer, as appropriate (e.g. progress flow sheets, work breakdown structure, etc.). Technical Proposals exceeding the stipulated page limit will be evaluated on the first 50 pages only for Part I and first 25 pages only for the site plus the first 5 pages (and PV/ECM appendices or attachments) per PV/ECM for Part II.

c. Format and Content

Volume II, Technical Proposal, shall include the following components:

- Table of Contents and List of Tables and Figures
- Technical Discussion
- Technical Exceptions and Deviations

These major headings may be subdivided or supplemented by the offeror as appropriate.

(1) Table of Contents and List of Tables and Figures. A suitable table of contents shall be provided for each section for ready reference to key paragraphs, figures, and illustrations.

(2) Technical Discussion. This section shall contain the major portion of the Technical Proposal. It should clearly address each of the Technical Proposal evaluation criteria in Part IV Section M, and at a minimum cover the subordinate factors or subcriteria listed thereunder, if any. It should be presented in as much detail as practical and include the following aspects for appropriate criteria or subordinate factors.

(i) Specific statement of the problem(s). Discuss major difficulties anticipated, if any.

(ii) Principles and techniques which may be applied in the solution(s) of the problem(s), and an evaluation of the various methods considered and substantiation of those selected. Indicate degree of success expected.



(iii) Complete detailed statement of proposed solution(s), including preliminary design layout, sketches, and other information of components as applicable.

(iv) Other Pertinent Information. This section shall contain any other pertinent information which will supplement or aid in the understanding and evaluation of the Technical Proposal.

(3) Summary of Exceptions and Deviations. This section shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the technical requirements of the solicitation. Any exceptions, etc., taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. However, a large number of exceptions, or one or more significant exceptions not providing benefit to the Government may result in rejection of the proposal(s) as unacceptable.

d. The Technical Proposal shall consist of the following sections, in the order listed, and shall provide a response to each item.

**L.31.1 PART I - INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT -- GENERAL CONTRACT CAPABILITIES**

**Criterion 1. References for Past Performance**

The offeror will provide up to 4 references, in tabular format, for previous (construction completed) photovoltaics projects, each with an installed cost greater than \$50,000. The offeror will include for each reference the following:

1. The project title
2. The contract number
3. The project location
4. The project dates
5. Client contact information (contact name of contracting officer and project manager, full addresses, phone numbers)
6. Describe the type of PV system and any energy conservation measures that were implemented.
7. Annual non-renewable (defined as grid-connected electricity, natural gas, diesel fuel, propane or other) fuel saved from the project.
8. Project cost
9. Subcontractors

The references provided should be aware that they may be contacted by DOE relative to the project they performed, and be willing to take the time when contacted to provide past performance information, against which the offeror will be evaluated.

In addition, offerors are authorized to provide information as part of their submission on problems encountered on the identified contracts and the offeror's corrective actions.

## Criterion 2. Technical Capability

### 1. PV and Energy Efficiency Project Experience

The offeror shall briefly describe either of the following options in order to demonstrate their ability to implement the types of PV systems and associated PV/ECMS as specified in Section C. of this RFP.

- Option 1: Describe at least two (2) previous projects implemented by one or more of the offeror's project team members that incorporate both photovoltaics (PV) and energy-efficiency measures. (Note: each project could have been implemented by different team members) or;
- Option 2: Describe at least two (2) previous photovoltaics projects and at least two (2) energy efficiency projects implemented by one or more of the offerors project team members. (Note: each of the projects could have been implemented by different team members) .

Projects described must be installed and the combined size of the all PV systems described as part of one project must be at least 5 KW. The PV projects described must be one of the following types:

- PV module to generate electricity to meet a direct load.
- PV modules with battery storage.
- PV modules with battery storage and generator back-up (where the generator charges the batteries).
- A grid connected system which feeds power into the customer side of the utility meter during off-peak hours.

If the projects described under either option do not include all of the following components of a PV system, in addition to describing the projects, the offerer must explain how they would obtain the expertise needed to supply the component if called for in a project under this RFP.

The components include: photovoltaic (PV) modules, batteries, controllers, engine generators (or an interface between the PV system and a facility provided engine generator), inverters; as well as energy conservation measures (ECMS) and facility energy management services that demonstrate the offeror's ability to successfully implement the types of projects it proposes to offer agencies under this contract.

For each of the projects, identify whether they were financed through an Energy Savings Performance Contract (ESPC).

The description of each project shall include the project title, contract number (if applicable), location, dates and the name, complete mailing and street addresses, fax number and telephone number of the customer project manager, contracting officer or technical representative. In addition to project client contacts, the offeror should address, at a minimum, the following items:

- Role in projects listed, such as design, financing or constructing the project, and whether the team member was the prime or a subcontractor ;
- Types of PV and ELMS successfully implemented;



- If applicable, for energy savings performance or other performance based contracts, specify:
  - (a) The initial energy consumption of client facilities;
  - (b) The annual (non-renewable) energy and cost savings proposed in the contract; and
  - (c) The Operations and maintenance cost savings
  - (d) The actual annual energy and cost savings achieved.
    - Total Project Cost
    - Describe project performance in terms of schedule and budget (e.g. on time/on budget, early, late, under/over budget, reasons), quality control and workmanship
    - Subcontractors used in the project
    - Describe any contract termination actions taken by client.

## 2. Energy Project Financing Experience.

The offeror shall describe the approach to providing project financing for previous performance based energy services contracts. Describe financial instruments or approaches used on previous projects (provide site specific examples of financing approaches, as applicable to performance based, contractor financed projects identified in L.36.1, Criterion 1, "References for Past Performance") and identify financier points of contact, and phone numbers.

- Identify sureties the firm has utilized to acquire performance and payment bonds during the construction phases, and provide surety points of contact and phone numbers.
- The offering firm's capability to successfully implement the PV systems and ECMs using an energy service performance contract shall be described.

## 3. Qualifications of Personnel

The Offerer shall provide personnel qualifications and experiences for the following functional areas:

- (a) facility auditing and energy engineering analysis,
- (b) design and engineering of PV systems and energy efficiency measures,
- (c) installation of PV systems and energy efficiency measures,
- (d) operations and maintenance of PV systems, energy efficiency measures and diesel or propane power generators,
- (e) performance measurement and verification.
- (f) ability to deal with environmental issues that arise in conjunction with replacing equipment and disposing of obsolete equipment.

Furthermore, provide personnel qualifications which include education, dates of employment, pertinent experience in facility energy engineering, operation and maintenance and project and installation management, any professional certifications and licenses held, labor category and organizational position (corporate as well as project).

4. **Project Management:**

- **Subcontract management** This subsection shall describe the subcontract management system to be used under the contract. Particular emphasis should be placed on procedures for source selection and how performance status is determined, assessed, and projected through subcontract completion.
  - (a) Competitive solicitation of proposed subcontractors shall be discussed as well as non-competitive selection of proposed subcontractors. Non-competitive selection of proposed subcontractors must be justified.
  - (b) Failure to select proposed subcontractors on a competitive basis may adversely affect the standing of the Offeror unless it is demonstrated that competition is not feasible nor practicable.
- **Level of operation, maintenance, and repair responsibility the Offeror shall assume.** The Offeror shall describe its ability to provide organization operations, maintenance, repair and training services for projects throughout the U.S. and U.S territories. Specify criteria used to establish location of local service point(s) and available hours of service. Furthermore, the offeror shall describe the preventative maintenance, inspection, and repair program to be provided.
- **Overall Management:** The Offeror shall describe and illustrate the overall management system and organization for managing projects under the proposed contract. If portions of the project are to be subcontracted (e.g., design of an energy conservation system), identify the subcontracted function, and which element of the contractor's organization will manage the subcontract(s).
- **Government training:** Identify PV systems and ECMs for which contractor would provide Government employee training.

**L.31.2 PART II - DELIVERY ORDER -- TECHNICAL APPROACH FOR SITE SPECIFIC PROJECTS**

For each of the Project Sites identified in the technical data package at Attachment to the solicitation, the Offeror shall prepare a technical narrative addressing the technical approach for required PV system and ECMs. All technical data necessary for the site specific technical and price proposal is located in the solicitation technical library. All site specific proposals are to be prepared using technical data obtained exclusively from the technical library. Any assumptions made due to incomplete information should be clearly identified in the offeror's proposal. The technical approach shall be prepared in the following format:

**Criterion 3. Technical response to site data package**

**1. Descriptions of PV\ECMs and projected energy savings**

For the project site described at Attachment 5 to this solicitation, the offeror shall provide a summary table DO-IV Schedule identifying all the PV and ECM measures that they would propose



for the site. The PV/ECMs should be organized in two primary subgroups; 1) ECMs (such as lighting changeouts) to reduce the load on the PV system, 2) ECMs that involve fuel switching to reduce the load on the PV system. The total conventional energy load reduction due to the PV system and all ECMs proposed shall be identified. The offerer shall submit narrative information, as applicable, in the format specified below for each proposed PV and/or PV/ECM:

- **PV system and/or ECM No. and Name**
- **Location Affected**
- **PV system or ECM Interface with Government Equipment**
- **Proposed Equipment Identification** - Provide manufacturer, model number and optional equipment proposed for each PV system and/or ECM component, including manufacturer's literature and specifications.
- **Physical Changes** - List major physical changes to equipment or facilities required to install proposed PV system and/or ECM such as relocation of equipment.
- **Non-renewable Energy Savings Proposed** (Non-renewable energy sources include grid-connected electricity, natural gas, propane, diesel fuel)
  - Proposed PV system and/or ECM annual non-renewable energy savings (in all applicable energy/demand reduction units)
  - For each PV system and/or ECM proposed, provide a detailed energy analysis documenting the proposed annual non-renewable conventional energy savings of the PV system and/or ECM after installation, startup and testing. Documentation of the analysis shall include, at a minimum:
    - Offeror's assumptions on current facility or energy system operating conditions
    - Offeror's assumptions on proposed facility or energy system operating conditions
    - Energy savings calculations using formulas and procedures based on accepted engineering principles, including synergistic effects of PV systems and other ECMs.
    - Cite references used for data, assumptions or empirical formulas.
- **Operations and Maintenance (O&M) Cost Savings** - Specify the dollar value to the agency from savings in O&M.
- **Agency Support Required** - Specify any government agency support required during implementation of the PV/ECM.

- **PV system Project Schedule** - Provide a project schedule to include the duration of the following key phases:
    - Investment Grade Facility Audits to confirm PV system and/or ECM performance (assume Government facility audit review of 30 days).
    - Engineering/Design/Acceptance (assume Government design review of 30 days).
    - Equipment Procurement/Lead Time (i.e., date required to acquire equipment and delivery on-site).
    - Installation & Commissioning
2. **Site-Specific Monitoring and Verification Plan** - Define a site specific plan, which must include the following elements for each project:
- Objectives - a statement of what is to be estimated (i.e., gross annual KWh savings on a project basis).
  - Parameters to be monitored - indicate parameters to be recorded that will be used in the estimation of annual conventional energy savings, including variable load, hours of operation, installation status of measures, etc.
  - Sampling plan (if required), including:
    - (a) Designation of usage groups - define usage groups for areas with similar characteristics.
    - (b) Calculation of population(s) and sample sizes(s) by usage group - present the calculation and assumptions used to determine sample size by each usage group area.
      - Data collection plan, including:
        - (1) Specify data to be collected in terms of parameters, unit of measurement, points of measurements, length of time and intervals of measurements; raw, meter data (if available) as well as analyzed and summary data must be obtained.
        - (2) Identification of instrumentation and metering equipment - name and documentation on equipment specifications of monitoring devices.
        - (3) Calibration of equipment - describe protocols for calibrating equipment.
        - (4) Data gathering and quality control - describe quality control procedures for checking completeness and accuracy of the recorded data.



(5) Period of monitoring - specify periods of monitoring including duration and frequency.

- Analysis Method - describe in detail the method of analysis to estimate annual energy savings based on recorded data; include a discussion on relevant equations and assumptions, and document all calculations and assumptions.
  - Pre-Installation energy and facility performance baseline including (1) equipment/systems, (2) baseline conventional energy use, (3) factors which influence baseline energy use, and (4) system performance factors (e.g., lighting levels, temperature set points).
  - Post-installation facility conditions including (1) equipment/systems, (2) post-installation energy use, and/or (3) factors that influence post-installation energy use.
  - Determination of conventional energy savings based on the selected approach and the pre and post-installation conditions.
  - Plan for future periodic (annual) measurements of PV system and/or ECM and facility performance and calculation of current period (year) savings.
  - Plan for resolving disputes regarding issues such as baseline, baseline adjustment, energy savings calculation and the use of periodic measurements.
3. **Site Management.** Show the organization for implementing and managing the site specific project. Proposed organization shall contain the responsibilities of each element shown on the organization chart. Identify primary personnel by name in each element. Show the lines of authority within the organization. If portions of the project are to be subcontracted (e.g., design of an energy conservation system), identify the subcontracted function, the subcontractor(s), the subcontractor's primary personnel, and which element of the contractor's organization will manage the subcontract(s).
- **Maintenance and Operations.** Show the organization structure and describe the approach for installed PV system and ECMs for performance of the delivery order's maintenance and operation requirements.

## L.32 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III, PRICE PROPOSAL - OTHER

(a) **General Requirements:** The Price Proposal consists of the offeror's price to perform the work as set forth in the Statement of Work, for the site described in the technical data package at Attachment 5 to this solicitation. The Delivery Order Schedule DO-Ia column (b) total is considered to be the price proposed by the contractor. Since the Price Proposal will be evaluated to determine such matters as the realism and reasonableness of price and the realism of estimated savings, as well as an understanding of the magnitude of the effort, it should be accurate, complete and well documented. Offerors are therefore requested to provide adequate supporting documentation for the implementation and performance period pricing submitted in Schedules DO-II and DO-III, to include manhours proposed, published price lists, catalog pricing, the bases of estimates used, etc. necessary for the evaluators to make overall

determinations of realism and reasonableness. The inclusion of inflation rates in the schedule pricing should not occur. If inflation is included in the calculations, however, an explanation of the method used and rationale therefor must be provided. Contractual price information is not to be included in the Technical Proposal, Volume II, or the Offer and Other Documents, Volume I.

(b) At a minimum, the Price Proposal shall contain the information specified below:

(1) Estimating Procedure: Provide a summary explanation of the offeror's estimating procedures in general, sufficient that there be a clear understanding of how the offeror:

- (i) develops/gathers verifiable data;
- (ii) applies judgmental factors in projecting from known data to the estimate;
- (iii) uses contingencies in proposed pricing;

(2) Other: The offerors should provide any other information or supporting documentation as deemed appropriate.

(3) Exceptions and /Deviations: The Offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the Price Proposal. Any exceptions, etc., taken must contain sufficient amplification and justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. However, a large number of exceptions, or one or more significant exceptions not providing benefit to the Government may result in rejection of such proposal(s) as unacceptable.

#### **L.32.1 PART I - SCHEDULES TO BE INCORPORATED INTO THE INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT**

**L.32.1.1 Price Schedules Required** The offeror shall prepare and submit the following price schedules. The schedules listed below will be incorporated into the resultant contract.

Section B - Completed IDIQ Contract Schedules (See Part III, Section J, Attachment 2):

IDIQ-I	IDIQ Contract Mark-ups
IDIQ-II	IDIQ Contract Project Finance Charges
IDIQ-III	IDIQ Contract Implementation Period Price Elements
IDIQ-IV	IDIQ Contract Implementation Period Mark-up Elements
IDIQ-V	IDIQ Contract Performance Period Price Elements
IDIQ-VI	IDIQ Contract Performance Period Mark-up Elements

#### **L.32.1.2 Instructions for Completing Schedules**

**Schedule IDIQ-Ia - IDIQ Contract Mark-ups:** The offeror shall complete Schedule IDIQ-Ia by proposing the maximum mark-ups that will be applied to all delivery orders under the proposed IDIQ contract, by technology category.

**NOTE:** The mark-up is the percentage difference between the contractor's proposed payment and the amortized construction/installation price and performance period costs for the PV/ECM project. Separate mark-ups must be proposed for each technology category and for the project performance period. The offeror shall propose the types or categories of costs that are included in



its mark-ups, which listing shall be included in any resultant indefinite quantity contract awarded and apply to delivery orders issued under the contract. The types or categories of costs that should be included in a mark-up based on the offeror's accounting system would include the following:

**Implementation Price Mark-up Elements:**

Costs to perform surveys prior to establishment of feasibility

- indirect labor
- overhead costs other than labor
- sales, general and administrative expenses
  
- ESCO markup of subcontractor supplied equipment, material, or labor
- ESCO profit

**Performance Period Mark-up Elements:**

- indirect labor and associated fringe benefits that cannot be directly attributed to a specific task and therefore must be distributed across several tasks or projects, which is normally included in indirect costs (e.g., overhead),
- indirect costs such as material handling costs, overhead costs (excluding fringe benefits), and general and administrative expenses,
- profit to the contractor.

These types, categories or elements of costs shall not be recovered by the contractor except through the mark-up proposed, negotiated, and included in the indefinite quantity contract for application to delivery orders placed. The mark-up shall not include the implementation price, Performance Period price, or project finance charges. The mark-up proposed is to be a maximum figure and may be voluntarily decreased by the contractor in subsequent delivery order proposals.

PV/ECMs shall be categorized based on the type of system and equipment involved in the project. The technology categories are indicated in Schedule IDIQ-I.

**Schedule IDIQ-II - IDIQ Contract Project Finance Charges:** The offeror shall complete Schedule IDIQ-II by proposing the maximum, fixed, annual percentage rate that, when added to the current Treasury Note rate (as defined by the source for it indicated on the schedule) will be the total percentage project finance charge (not including finance processing fees) that the contractor will charge the Government as a total finance charge for all PV/ECM projects or delivery orders. The finance charge rate that shall apply to an individual delivery order shall be based on the most recent applicable Treasury Note rate prior to the date of the delivery order. If the offeror is proposing different finance charges for the periods of the IDIQ contract, the offeror shall propose the Treasury Note term applicable to each proposed financing period.

Finance charges are the contractor's costs of financing the construction/installation price of a PV/ECM delivery order project through installation, inspection and acceptance by the Government.

**Schedule IDIQ-III – IDIQ Contract Implementation Period Price Elements:** The offeror shall complete Schedule IDIQ-III by proposing the elements of direct cost that compose implementation price under the proposed IDIQ contract. Installation price elements will remain unchanged through the term of the contract. The types of elements that should be included in this list are feasibility studies for the project, as follows:

- engineering design
- construction financing
- direct costs for installed equipment
- direct material costs
- direct labor costs
- quality assurance, control and inspection
- commissioning

**Schedule IDIQ-IV – IDIQ Contract Implementation Period Mark-up Elements:** The offeror shall complete Schedule IDIQ-IV by proposing the elements of implementation period mark-up under the proposed IDIQ contract. Mark-up elements will remain unchanged through the term of the contract.

**Schedule IDIQ-V -- IDIQ Contract Performance Period Price Elements:** The offeror shall complete Schedule IDIQ-V by proposing performance period price elements under the proposed IDIQ contract. Performance period price elements will remain unchanged through the term of the contract. Examples of performance period price elements are the direct costs of all tasks required to maintain energy savings performance after Government acceptance of installed PV/ECMs. Price elements on this schedule include such items as:

- \* direct costs for labor or subcontractor to operate, maintain, and repair installed PV/ECMs, measure and monitor PV/ECM equipment or system for periodic performance verification
- \* project management costs to provide service support

Price elements submitted on this schedule shall not include any direct costs for ECM installation through government acceptance or elements in the mark-up.

**Schedule IDIQ-VI – IDIQ Contract Performance Period Mark-up Elements:** The offeror shall complete Schedule IDIQ-V by proposing the elements of performance period mark-up under the proposed IDIQ contract. Mark-up elements will remain unchanged through the term of the contract.

#### **L.32.2 PART II - DELIVERY ORDER -- PRICE PROPOSAL FOR SITE SPECIFIC PROJECT**

The technical data package at Attachment 5 to this solicitation contains identified energy system retrofits on which the offeror is required to submit a proposal. The offeror shall prepare and submit each of the Schedules below for the identified PV/ECM project covered by this solicitation.

The offeror shall prepare and submit Schedules DO-Ia, DO-II, DO-III and DO-IV for its delivery order proposals. The schedules are provided in Part III, Section J, Attachment 3 to this RFP. Explanations of these schedules and instructions for their completion are provided below.



Since the price proposal will be evaluated to make determinations of price realism and reasonableness, of an understanding of the magnitude of the effort and an understanding of the requirement of the RFP, the offeror is required to provide adequate supporting documentation with the DO schedules for the implementation and performance period pricing, as well as for estimated savings proposed in the various DO schedules composing the price proposal. All pricing, savings and payments information proposed will also be required to be traceable from one schedule to another.

**Schedule DO-Ia -- Proposed Estimated Annual Cost Savings and Annual Contractor Payments**

Schedule DO-Ia is used to submit the offeror's proposed estimated annual energy cost savings, and proposed annual contractor payments for a specific PV/ECM delivery order project. The values submitted on Schedule DO-Ia are for 12-month periods, beginning after completion by the contractor of the implementation period for all PV/ECMs, and acceptance by the Government. The estimated annual energy cost savings proposed for each year of the proposed delivery order performance period shall be based on projected energy savings presented in the technical proposal for the delivery order project. The annual contractor payments proposed shall be for each year of the proposed term after PV/ECM implementation and acceptance by the Government. The estimated annual cost savings in Column (a) of Schedule DO-Ia shall be based on the specified fixed rates for utilities.

**Schedule DO-II -- Proposed Implementation Period Investment for each Delivery Order Project PV/ECM**

Schedule DO-II shall be submitted with estimated implementation period pricing. It reflects the equipment proposed for installation for each PV/ECM indicated along with its implementation price, the contract mark-up (up to the maximum proposed in Schedule IDIQ-I) applied to this pricing, the subtotals of investment for each discrete PV/ECM, and then the calculations of the total estimated implementation, or investment, for all proposed PV/ECMs for the proposed delivery order project. Also provided in the schedule is a column (a) for indication of the average annual operations, maintenance and repair (O&M) during the performance period for each PV/ECM contained in the proposed delivery order project.

The total PV/ECM implementation period investment is used to establish performance and payment bond requirements for the PV/ECM implementation period.

**Schedule DO-III -- Proposed Performance Period Cash Flow for Each Delivery Order Project PV/ECM**

Schedule DO-III shall be submitted for the proposed PV/ECM project with estimated pricing. The schedule presents the offeror's proposed project cash flow for the PV/ECM delivery order project proposed. The schedule is divided into two sections. The Implementation Period section pertains to the total investment, which should trace back to the DO-II, plus the debt service stream and the profit on that investment. The Performance Period section pertains to the total expenses associated with the services the offeror supplies to manage the project, and maintain and verify PV/ECM performance during the performance period of the delivery order term. The offeror shall propose the estimated delivery order cash flow for each year of the proposed term.

As required at the base of the Schedule, the offeror shall specify the total finance charge being applied in the Schedule pricing to amortize the investment (up to the maximum, based on the proposed Schedule IDIQ-II), the Treasury note index used, its issue date and the dated source used for the Treasury note index indicated.

OFFERORS SHALL PROVIDE ADEQUATE SUPPORTING DOCUMENTATION FOR THE IMPLEMENTATION AND PERFORMANCE PERIOD PRICING SUBMITTED IN THESE SCHEDULES DO-II AND DO-III, TO INCLUDE PRICE LISTS, CATALOG PRICING, THE

BASES OF ESTIMATES USED FOR MANHOURS, ETC. The inclusion of inflation rates in the schedule pricing should not occur. If inflation IS included in the calculations, however, an explanation of the method used and rationale therefor must be provided.

**Schedule DO-IV -- PV/ECM Descriptions and Projected Energy Savings/Energy Supplied Table**

Schedule DO-IV shall be submitted for the proposed delivery order project. The schedule presents a summary of the proposed estimated annual cost savings that will be achieved following the installation of the PV/ECM's included in the proposal. Both the PV/ECM number and technology categories, per Section C.2.1 numbering shall be provided, as well as an adequate description of the PV and each ECM and the other indicated energy information. The PV/ECM numbers indicated in this schedule shall be consistent throughout the offeror's proposal, both technical and price. The annual savings requested for each PV/ECM shall be broken down into energy and O&M savings. The energy savings shall be presented in the energy type consumed by the equipment and also converted to Btu's for a project summary. Subsequent demand and dollar savings shall be derived from the utility rates presented for the project site.

OFFERORS SHALL PROVIDE ADEQUATE SUPPORTING DOCUMENTATION FOR THE ESTIMATED SAVINGS SUBMITTED IN SCHEDULE DO-IV.



## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION CRITERIA

Proposals will be evaluated using the criteria specified herein. Proposals will be evaluated using factors in two (2) categories, Technical and Price. Technical Evaluation Factors are more important than Price Evaluation Factors. The Government is more concerned about obtaining superior technical features [*comprehensive technical proposals*] than making an award at the lowest cost to the Government. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the proposed superiority of the technical proposal. In summary then, the BEST VALUE to the Government will be assessed, considering both technical and price proposals. Offerors are encouraged to submit creative and innovative approaches to the Statement of Work. (Also see Section M.2.)

#### A. TECHNICAL CRITERIA

Technical aspects of proposals will be evaluated in accordance with the following criteria:

##### Criterion 1 - Past Performance References

Each offeror will be evaluated on his/her performance under existing and prior projects for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the offeror may be contacted by the government with the information received used in the evaluation of the offeror's past performance. Both responsiveness to the quantity of references and from whom, as indicated as required in Section L, and the quality of the references provided will be evaluated.

Note: Firms lacking relevant past performance experience shall receive no more than a neutral/average evaluation for this past performance references criterion.

##### Criteria 2. Technical Capability

#### 1. PV and Energy Efficiency Project Experience

The evaluation of prior performance capabilities will include:

- The offeror's demonstrated capability to manage, design, implement, finance, operate and maintain the full range of photovoltaic and energy conservation projects to those listed in Section C;
- The offeror's demonstrated capability to provide a full range of turnkey services for both photovoltaic systems and ECMs from management to financing, either independently or with a joint venture/teaming approach;
- The offeror's demonstrated ability to provide good quality control, workmanship and to conform to specifications;
- The offeror's demonstrated performance in accurately estimating and managing project cost effectiveness;

## 2. Personnel qualifications

Each offeror will be evaluated on his/her demonstrated technical capabilities in PV and related ECMs in the following areas:

- Verified qualifications of primary personnel (prime and subcontractor) with demonstrated experience and success in design, engineering, construction, operation and maintenance of similar previous PV systems and ECMs;

## 3. Regional management

- Ability to acquire subcontractors to increase capability for successful delivery of offered PV systems and ECMs;
- The extent to which the offeror's demonstrated project O&M approach provides assurance of effective project performance and provides local responsive maintenance support;
- The offeror's demonstrated capability to manage projects and to provide a suitable organizational structure to support contract performance including:
  - Demonstrated adequacy of organizational structure for the performance of this contract (including subcontracts) and of the overall corporate structure to meet contract requirements;
  - Verification that subcontracting plan indicates effective management approach to select subcontractors and provide quality control and oversight of subcontractor work; verification that subcontractors are selected on competitive basis to the maximum practicable extent;
- The extent to which the offeror's training approach demonstrates understanding of Government training needs.

### Criterion 3 - Technical Response to Site Data Packages

#### 1. Descriptions of PV/ECMs and Projected Energy Savings

Each offeror will be evaluated on his/her technical response to the project site included in the RFP and to demonstrate their ability to accurately project non-renewable energy and operations and maintenance cost savings. Elements to be evaluated include:

- The proven technical feasibility, reasonableness, and acceptability of the proposed PV system and ECMs;
  - verification that impacts on Government facilities and operations are acceptable and reasonable;
  - the suitability and service life of selected equipment for each proposed PV system and ECM;
  - verification that potential environmental impacts are adequately addressed;
  - verification that proposed project implementation schedules are realistic and reasonable.
- The level and reasonableness of the proposed energy savings;
  - verification that the energy analysis is based on sound assumptions and engineering principles.



## 2. Site-specific Monitoring and Verification Plan

- The baseline and M&V plan demonstrates a clear understanding of compliance with M&V protocols. This includes:
  - verification that the sampling and data collection plans are acceptable and reasonable and that they are based on proposed PV systems and ECMs;
  - methods to establish pre and post-installation conditions and determine energy savings are adequate and reasonable;
  - Periodic measurement approaches for PV systems and ECMs and facility performance are adequate and reasonable to provide assurance of continued effective monitoring of PV systems and ECM performance.

## 3. Regional management

- Each offeror will be evaluated on whether the the proposed organization is well suited to manage, design, build, operate and maintain the proposed PV systems.

## B. RELATIVE RANKING OF TECHNICAL CRITERIA

The relative weights used for each criterion listed shall be as follows:

	<u>WEIGHT</u>
<u>PART I - General Regional Contract Capabilities</u>	
Criterion 1 - Past Performance References	15%
Criterion 2 - Technical Capability	45%
<u>PART II - Technical Approach for Site Specific Project</u>	
Criterion 3 - Technical response to site data package	40%

## C. PRICE CRITERIA

The price is considered to be the amount of contractor payments identified in Schedule DO-Ia, column (b) for the site specific proposal. The price proposed will be evaluated to establish:

### Price Proposal Evaluation Factors

- a. The completeness and traceability of the proposed price (i.e. sum of annual contractor payments -- Schedule DO-Ia) to the offeror's technical approach to and understanding of the PV/ECM project proposed.
- b. The reasonableness as well as realism of the proposed price (payments), relative to the technical project proposed, and the estimated savings indicated as achievable, based on an evaluation of the DO schedules submitted, as well as the pricing and estimated savings detail provided to support them.
- c. That proposed guaranteed annual energy cost savings exceed the proposed annual contractor payments for each year of the site proposal performance period.

d. That the mark-ups and finance charges proposed for the project are the same as or lower than those contained in the IDIQ contract schedules proposed, and that these markups are consistently applied in the price proposal. The mark-ups themselves will also be evaluated, but only in terms of their overall realism and reasonableness as MAXIMUMs for the offeror.

The price will not be point scored.

## **M.2 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA**

All technical evaluation factors, when combined, are significantly more important than the cost or price. However, if, after evaluation of the technical and price proposals, two or more competing overall proposals are within the competitive range, evaluated total price to the Government may be the deciding factor for selection, depending on whether the most acceptable overall proposal (excluding price considerations) is determined to be worth the price differential, if any.

## **M.3 ELIGIBILITY FOR AWARD AND AWARD OF INITIAL DELIVERY ORDERS**

The Government intends to make multiple awards to responsible offerors as evaluated in accordance with the criteria set forth in Section M.1 above. The Government will make award to offerors whose proposals will be most advantageous to the Government, considering technical, price and other factors, as also explained above.

Firms must be on DOE's Qualified List of Energy Service Companies at time of award to be eligible for award. Instructions for application to the Qualified List are presented in 10 CFR 436 (b) "Methods and Procedures for Energy Savings Performance Contracting," and a qualification request package may be obtained via the Internet on the FEMP home page at [http://www.eren.doe.gov/femp/project financing icon](http://www.eren.doe.gov/femp/project%20financing); or, by request to Tanya Sadler at DOE FEMP HQ office, at (202) 586-7755.

## **M.4 PREAWARD SURVEY**

The Government may conduct preaward surveys in accordance with FAR 9.106 of all responsible offerors whose proposals have been determined to be within a competitive range, if one were established, and may solicit from available sources relevant information concerning the offeror's record of past performance, to ascertain whether such offeror(s) is/are qualified and capable of performing the contract. The preaward survey will include examination of the offeror's subcontracting and financial plan and status. All of this information may be used in making determinations of prospective offeror responsibility.



## DEFINITIONS OF TERMS APPLICABLE TO THIS CONTRACT

The following special and other terms are pertinent to this solicitation. An understanding of them is critical to an understanding of the solicitation requirements.

- 1) Acceptance of Implementation Phase The term acceptance means an authorized representative of the Government has inspected and accepted the contractor installed energy conservation measures, and that these installed energy conservation measures are operational and comply with the delivery order's performance requirements and specifications. Government acceptance shall not relieve the Contractor from responsibility for continued compliance with delivery order requirements during the delivery order's term.
- 2) Annual Energy Audit The term annual energy audit means a procedure including, but not limited to, verification of the achievement of energy cost savings and energy unit savings guaranteed resulting from implementation of PV and energy conservation measures and determination of whether an adjustment to the energy baseline is justified by conditions beyond the contractor's control.
- 3) Project Finance Charges Construction finance charges are the contractor's costs of financing the construction/installation price or cost of construction. A contractor may not require construction financing for a specific delivery order. If a contractor does not require construction financing for a specific delivery order, then this cost element would be zero.
- 4) Indefinite Delivery/Indefinite Quantity (IDIQ) Contract As these IDIQ contracts are appropriately called this, a delivery order contract means a contract for property or services that does not procure or specify a firm quantity of property (other than a minimum and/or a maximum quantity) and that provides for the issuance of orders for the delivery of the property and services during the period of the contract.
- 5) Contracting Officer (CO) and Contracting Officer's Representative (COR) The following four definitions are provided to discriminate between the DOE and Agency CO and COR responsibilities:  
DOE Contracting Officer, or Contracting Officer refers to the DOE CO, responsible for the administration of the IDIQ contracts.  
Contracting Officer's Representative refers to the DOE COR, responsible for providing technical direction and administration of the IDIQ contracts.  
Agency Contracting Officer refers to the ordering agency CO, responsible for award and administration of delivery orders against the IDIQ contracts.  
Agency Contracting Officer's COR refers to the ordering agency COR, responsible for technical direction and administration of the delivery orders issued against the IDIQ contracts, to include all required reviews and approvals, etc.
- 6) Delivery Order The document that provides the details and requirements (over and above those already in the delivery order contract (IDIQ) or in addition to or different than them) for delivery of property and services within the scope of the delivery order contract.
- 7) Detailed Energy Survey The term detailed energy survey means a procedure which may include, but is not limited to, a detailed analysis of energy cost savings and energy unit savings potential, building conditions, energy consuming, and hours of use or occupancy for the purpose of confirming or revising technical and price proposals based on the preliminary energy survey for delivery orders.



- 8) Energy Baseline The term energy baseline means the amount of energy that would have been consumed annually without implementation of energy conservation measures based on historical metered data, engineering calculations, submetering of buildings, or energy consuming system, building load simulation models, statistical regression analysis, or some combination of these methods.
- 9) Energy Conservation Measure An ECM means measures that are applied to an existing Federally owned building or facility that improves energy efficiency, are life cycle cost effective under 10 Code of Federal Regulations Part 436, Subpart A, and involve energy conservation, cogeneration facilities, renewable energy sources, improvements in operation and maintenance efficiencies, or retrofit activities at an existing Federally owned building or other Federal-owned facilities as a result of -- (1) the lease or purchase of operating equipment, improvements, altered operations and maintenance, or technical services; or (2) the increased efficient use of existing energy sources by cogeneration or heat recovery, excluding any cogeneration process for other than a Federally owned building or buildings or other Federally owned facilities.
- 10) Energy Cost Savings An energy cost savings means a reduction in the cost of energy and related operation and maintenance expenses, from a base cost established through a methodology set forth in an energy savings performance delivery order.
- 11) Energy Unit Savings The term energy unit savings means the determination, in electrical or thermal units [e.g., kilowatt hour (kwh), kilowatt (kw), or British Thermal Unit (Btu)], of the reduction in energy use or demand by comparing consumption or demand after completion of contractor-installed energy conservation measures, to an energy baseline established in the delivery order.
- 12) Fair Consideration Public Law 103-355, codified at 41 U.S.C. 253j, states that all multiple contract awardees (i.e., the awardees from this solicitation) shall receive "a fair opportunity to be considered," pursuant to the procedures established in the contracts they are awarded, for EACH delivery order in excess of \$2,500 that is to be issued under any of the contracts UNLESS one of certain exceptions exist. These exceptions are also provided in the solicitation and the resulting contracts. This is interpreted to mean that unless one of those exceptions apply and is used, that each of the awardees will compete for award of the specific delivery order PV/ECM projects, in accordance with the procedures outlined in the contracts.
- 13) Fixed Price/Price For purposes of these SUPER ESPC IDIQ contracts, the price, or fixed price, of any delivery order issued against the contracts is the sum of contractor payment streams associated with the delivery order performance.
- 14) Guaranteed Savings Guaranteed savings means the contractor shall provide a guarantee of annual cost savings to the Government that exceeds (at least by \$1) the annual contractor payments in column (b) of Schedule DO-I.
- 15) Implementation Price Implementation price shall be the direct costs (without contractor markups) that will be incurred by the contractor to implement the PV/ECM project (delivery order), established at the time of delivery order award. The offeror shall propose the types, categories or elements of costs that it treats as direct costs in its proposal for the indefinite quantity contract. This listing shall be included in any resultant IDIQ contract awarded and apply to delivery orders issued under the contract. The types, categories or elements of costs that would normally be considered direct costs include the following:
- price for installed equipment and material,
  - labor attributable to a task covered by the PV/ECM that is normally charged as direct labor to a project by the contractor,
  - fringe benefits which would include workman's compensation and liability, State and Federal unemployment compensation, social security, health and welfare insurance, pension funds, vacation time, and training costs,
  - subcontractors or consultants costs for performing a portion of the PV/ECM project,



- travel costs, if normally treated as a direct cost by the contractor in its accounting system, and
- construction financing costs.

The price shall not include the costs which are included in the mark-ups, the operation and maintenance costs, finance charges not included in the installation price (construction financing costs), indirect labor, and indirect costs.

16) Implementation Period The implementation period is from date of delivery order award to the date all contracted PV and ECMs are operational and accepted by the Government. If additional PV/ECMs are added to the delivery order by modification, the implementation period for such additional PV/ECMs shall be from date of delivery order modification incorporating the additional PV/ECMs to the date all additional PV/ECMs are operational and accepted by the Government. The implementation period may also be referred to herein as "construction period".

17) Mark-up The mark-up is the percentage difference between the contractor's proposed payment and the combination of the amortized construction/installation price and O&M costs for the PV/ECM project. The offeror shall propose the types or categories of costs that are included in its mark-ups, which listing shall be included in any resultant indefinite quantity contract awarded and apply to delivery orders issued under the contract. The types or categories of costs that should be included in a mark-up based on the offeror's accounting system would include the following:

- indirect labor and associated fringe benefits that cannot be directly attributed to a specific task and therefore must be distributed across several tasks or projects, which is normally included in indirect costs (e.g., overhead),
- indirect costs such as material handling costs, overhead costs (excluding fringe benefits), and general and administrative expenses,
- profit to the contractor,

These types, categories or elements of costs shall not be recovered by the contractor except through the mark-up proposed, negotiated, and included in the indefinite quantity contract for application to delivery orders placed. The mark-up shall not include construction/installation price, O&M costs, and project finance charges. The mark-up proposed is to be a maximum figure and may be voluntarily decreased by the contractor in subsequent delivery order proposals.

18) Performance Period The term performance period means the period (typically in years) from the date a PV/ECM project is operational and accepted by the Government, to the end of the delivery order's term. The performance period may also be referred to herein as the "service period."

19) Performance Period Price Performance Period Price shall be the estimated direct costs for operations and maintenance for the specific delivery order's PV/ECM project. Examples of the types, categories or elements of performance period costs would be direct labor, material and spare parts required to perform operation and maintenance of the installed PV/ECMs, periodic measurement and verification of PV/ECM performance, project management for the delivery order, etc.

20) Photovoltaics Photovoltaic describes a technology in which radiant energy from the sun is converted to direct current (DC) electricity. Photovoltaic (or PV) cells (not developed until 1954) are devices that use semiconductor material to convert sunlight directly into electricity. Most of these cells are made of silicon semiconductor material treated with special additives. When sunlight strikes the cells, a flow of electrons is generated proportional to the intensity of the sunlight and the area of the cell. PV systems range from very simple to very complex, and they may also be remote or connected to the electric utility grid.

21) Preliminary Energy Survey The term preliminary energy survey means a procedure which may include, but is not limited to, an evaluation of energy cost savings and energy unit savings potential, building conditions, energy consuming equipment, and hours of use or occupancy, for the purpose of developing technical and price proposals prior to selection.

22) Project Finance Charges Finance charges are the contractor's costs of financing the construction/installation price of an PV/ECM project (delivery order) after installation, inspection and acceptance by the Government. The contractor shall propose in Schedule IDIQ-II a maximum, fixed, annual percentage rate, that when added to the Treasury Bill rates will be the total percentage finance charge, not including construction financing which is a component of construction/installation price.

23) Schedule (Uniform Contract Format) Pursuant to the Federal Acquisition Regulation (FAR) at FAR 15.406-1 through -5, which applies to the Department of Energy, solicitations and contracts are required to be assembled in accordance with a uniform contract format consisting of Sections A through M for solicitations and Sections A through J (with K optional as in the contract or retained in the contract file) for contracts. This format is referred to as "the Schedule." Therefore, all references to the Schedule in the solicitation and awards refers to the entire document within these sections, to include the Attachments included as Section J.

24) Technology Category PV/ECMs shall be categorized based on the type of system and equipment involved in the project. The technology categories are indicated in Schedule IDIQ-I.



CONTENTS

<u>Schedule No.</u>	<u>Title</u>
IDIQ-I	IDIQ Contract Mark-up(s)
IDIQ-II	IDIQ Contract Project Finance Charges
IDIQ-III	IDIQ Contract Implementation Period Price Elements
IDIQ-IV	IDIQ Contract Implementation Period Mark-up Elements
IDIQ-V	IDIQ Contract Performance Period Price Elements
IDIQ-VI	IDIQ Contract Performance Period Mark-up Elements

**SCHEDULE IDIQ-I**

<b>INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT CONTRACT MARK-UPS</b>	
<b>INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACT</b>	
<b>TECHNOLOGY CATEGORY</b>	<b>MAXIMUM Mark-up %</b>
Photovoltaic Modules	
Inverters	
Batteries	
Balance of PV System	
Boiler Improvements	
Chiller Improvements	
Building Automation Systems/Energy Management and Control Systems	
Heating, Ventilating, and Air Conditioning (not including boilers, chillers, and EMCS)	
Lighting Improvements	
Building Envelope Modifications	
Hot Water and Steam Distribution Systems	
Electric Motors	
Refrigeration	
Cogeneration Systems	
Renewable Energy Systems	
Electrical Distribution Systems	
Water and Sewage Systems	
Rate Reduction and Auditing Services	
Performance Period Services	

The mark-ups indicated in this contract schedule are the negotiated Maximum mark-ups which may be applied in price proposals for all delivery orders under the IDIQ contract during its ordering period.



# SCHEDULE IDIQ-II

INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT PROJECT FINANCE CHARGES INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT						
Financing Period	Treasury Note Index	< \$500K	\$500K - \$1M	\$1M - \$3M	\$3M - \$7M	\$7M+
0-3 years	3 year					
4-6 years	5 year					
7-10 years	10 year					
11-15 years	(specify index)					

Percentage rates provided are negotiated MAXIMUM, fixed, annual percentage rates that, when added to the current Treasury note rate (as defined by the source identified by the offeror below) is the total percentage project finance charge (not including finance processing fees) that the contractor will charge the Government as a total finance charge for all PV/ECM delivery order projects.

The finance charge rate that shall be included in the price proposal for an individual delivery order site proposal shall be based on the most recent applicable Treasury note rate prior to the date of the delivery order, per the source identified below. (The DO-III schedule for the specific delivery order proposal shall provide the dated source and index itself.) The actual finance charge rate used for the delivery order site award will be as negotiated at the time of award.

SOURCE OF TREASURY NOTE INDEX RATE: \_\_\_\_\_

**SCHEDULE IDIQ-III**

INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT IMPLEMENTATION PERIOD PRICE ELEMENTS
LISTED IMPLEMENTATION PERIOD PRICE ELEMENTS

Implementation Period Price Elements include the DIRECT costs of all tasks required to install PV/ECMs up to and including Government acceptance, such as feasibility studies, pre-installation measuring and monitoring of existing system or equipment energy use, design and engineering, purchase of equipment, labor to install PV/ECMs, commissioning, testing, startup, post-installation measurement of energy use to determine energy savings performance. Price elements on this schedule do not include any indirect costs such as overhead, financing costs, or profit. They shall remain unchanged during the ordering period of this contract, and be used for pricing delivery order implementation period project expenses identified on the DO-II schedule.



**SCHEDULE IDIQ-IV**

[illegible]

Implementation Period Mark-up Elements include all INDIRECT cost elements such as overhead and general & administrative expenses, profit and other non direct cost elements or markups associated with the implementation phase. The appropriate negotiated mark-ups included in Schedule IDIQ-I of the contract will be applied to the negotiated implementation period price submitted for each PV/ECM delivery order project in the DO-II Schedule.

**SCHEDULE IDIQ-V**

**INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT  
PERFORMANCE PERIOD PRICE ELEMENTS**

### LISTED PERFORMANCE PERIOD PRICE ELEMENTS

Performance Period Price Elements include the DIRECT costs of all tasks required to maintain energy savings performance after Government acceptance of installed PV/ECMs. Price elements on this schedule include such items as direct costs for labor or subcontractor to operate, maintain, and repair installed PV/ECMs, measure and monitor PV/ECM equipment or system for periodic performance verification, project management costs to provide service support and other related costs incurred during the performance period, e.g. taxes, insurance. Price elements on this schedule do not include indirect costs, financing costs, or profit. They shall remain unchanged during the ordering period of this contract and be used for pricing delivery order project period expenses, identified on the DO-III Schedule.



**SCHEDULE IDIQ-VI**

<b>INDEFINITE DELIVERY/INDEFINITE QUANTITY PERFORMANCE PERIOD MARK-UP ELEMENTS</b>
<b>LISTED PERFORMANCE PERIOD MARK-UP ELEMENTS</b>

Performance Period Mark-up Elements include all INDIRECT cost elements such as overhead and general & administrative expenses, profit and other non direct cost elements or markups associated with tasks required to manage and maintain energy savings performance after Government acceptance of installed PV/ECMs. The performance period mark-ups submitted in Schedule IDIQ-I will be applied to the performance period price for each PV/ECM delivery order project in the DO-III schedule.





CONTENTS

<u>Schedule No.</u>	<u>Title</u>
DO-Ia	Proposed Estimated Annual Cost Savings and Contractor Payments
DO-Ib	Guaranteed Annual Cost Savings, Annual Contractor Payments and Annual Cancellation Ceilings
DO-II	Proposed Implementation Period Investment for each Delivery Order Project PV/ECM
DO-III	Proposed Performance Period Cash Flow for Each Delivery Order Project PV/ECM
DO-IV	PV/ECM Descriptions and Projected Energy Savings/Energy Supplied Table

# SCHEDULE DO-IA

## PROPOSED ESTIMATED ANNUAL COST SAVINGS AND CONTRACTOR PAYMENTS

Contractor Name \_\_\_\_\_

The Contractor shall complete the following statement:

If selected, the Contractor shall complete the installation of all proposed PV/ECMs no later than \_\_\_\_\_ months after delivery order award.

Project Site:		
Year	(a)  Estimated Annual Cost Savings \$	(b)  Annual Contractor Payments \$
ONE		
TWO		
THREE		
FOUR		
FIVE		
SIX		
SEVEN		
EIGHT		
NINE		
TEN		
ELEVEN		
TWELVE		
THIRTEEN		
FOURTEEN		
FIFTEEN		
TOTALS		

The technical proposal supports the column (a) estimated annual cost savings as "REASONABLE." Column (b) represents the delivery order price and should be supported by information submitted in the other DO schedules and other supporting detail, as required by Section H.25.2 of the solicitation. The estimated annual cost savings from proposed installed PV/ECMs indicated in column (a) must exceed (by at least \$1), the annual contractor payments in column (b) above.



# SCHEDULE DO-1b

## ANNUAL COST SAVINGS AND CONTRACTOR PAYMENTS

Contractor Name: \_\_\_\_\_

The Contractor shall complete the following statement:

The Contractor shall complete the installation of all proposed PV/ECMs not later than \_\_\_\_\_ months after delivery order award.

Project Site:			
Year	(a) Detailed Energy Survey Annual Cost Savings \$	(b) Annual Contractor Payments \$	(c) Cancellation Ceiling \$
ONE			
TWO			
THREE			
FOUR			
FIVE			
SIX			
SEVEN			
EIGHT			
NINE			
TEN			
ELEVEN			
TWELVE			
THIRTEEN			
FOURTEEN			
FIFTEEN			
TOTALS			

The Guaranteed Annual Cost Savings in column (a) is based on achieving annual cost savings per the site-specific M&V plan agreed to in the delivery order. The total of the Annual Contractor Payments in column (b) represents the delivery order price and shall be supported by information submitted in all other DO schedules. The contractor guarantees the annual cost savings achieved from its installed PV/ECMs will exceed (by at least \$1) the annual contractor payments in columns (b) above. The Annual Cancellation Ceilings specified in column (c) establish the maximum termination liability in the event of contract cancellation or termination for convenience. (FAR 52.217-2 or 52.249-2 will apply.)

**PROPOSED IMPLEMENTATION PERIOD INVESTMENT  
FOR EACH DELIVERY ORDER PROJECT PV/ECM**

[illegible]

The sum of the Average Annual O&M and Repair for all proposed PV/ECMs (Total of column (a)) should equal the total of these categories shown on Schedule DO-III divided by the years of the Performance Period.



**SCHEDULE DO-III**

**PROPOSED CONTRACTOR PERFORMANCE PERIOD CASH FLOW  
FOR EACH DELIVERY ORDER PROJECT PV/ECM**

Contractor Name \_\_\_\_\_

<b>Project Site:</b>								
<b>Project Capitalization</b>								
Total Investment (DO-II Total)								
Financing Procurement Cost								
<b>TOTAL CAPITAL REQUIRED</b>								
Year	0	1	2	3	4	5	6	7
<b>Annual Cash Flow</b>								
<b>Debt Service:</b>								<b>Subtotals</b>
Interest								
Principal Repayment								
<b>TOTAL DEBT SERVICE</b>								
<b>Performance Period Expenses:</b>								
<b>SUBTOTAL PERFORMANCE PERIOD EXPENSES</b>								
Performance Period Mark-up								
<b>TOTAL SERVICE PHASE EXPENSES</b>								
<b>Total Annual Contractor Payments</b>								
<b>(Total Debt Service + Total Service Expenses)</b>								

The following information must be submitted to indicate the basis of the debt service included in this Schedule:

Total Finance Charge: \_\_\_\_\_

Tbill/T-Note Reference: Term (years) \_\_\_\_\_ Issue Date \_\_\_\_\_ Interest Rate (Index) \_\_\_\_\_

Source: \_\_\_\_\_

(e.g. Wall Street Journal, Web Site)

SCHEDULE DO-III (page 2)

**PROPOSED CONTRACTOR PERFORMANCE PERIOD CASH FLOW  
FOR EACH DELIVERY ORDER PROJECT PV/ECM**

<b>Project Site:</b>								
<b>Project Capitalization</b>								
Year	8	9	10	11	12	13	14	15
<b>Annual Cash Flow</b>								
<b>Debt Service:</b>								
Interest								
Principal Repayment								
<b>TOTAL DEBT SERVICE</b>								
<b>Performance Period Expenses:</b>								
<b>SUBTOTAL PERFORMANCE PERIOD EXPENSES</b>								
Performance Period Mark-up								
<b>TOTAL SERVICE PHASE EXPENSES</b>								
<b>Total Annual Contractor Payments</b>								
<b>(Total Debt Service + Total Service Expenses)</b>								



# SCHEDULE DO-IV

## PV/ECM DESCRIPTIONS AND PROJECTED ENERGY SAVINGS/ENERGY SUPPLIED TABLE

Contractor Name \_\_\_\_\_

Annual Energy Supplied and/or Saved									
No. PV System #	C.2.1 Category	Description - Title	(kWh, therms, etc.) Supplied	Equiv. Btu's	Demand Supplied (peak monthly)	Energy Dollar Savings	O&M or Other Savings	Total Savings	Simple PV payback
ECM No.	C.2.1 Category	Description - Title	kWh, therm, etc. Saved	Equiv. Btu's	Demand Reduction	Energy Dollar Saving	O&M or Other Savings	Total Savings	Simple ECM payback

Equiv Btu's - Use 1 kWh = 3414 Btu

Annual Dollars Saved = Based on rate structure provided in solicitation or site data package and calculated energy and demand reductions

Simple Payback = Schedule DO-II Installation Price divided by Annual Dollars Saved

PV dollar savings = energy supplied by PV multiplied by the cost/unit of fuel offset by PV

For PV/ECM's with multiple energy type impacts show each impact on a separate line using the same PV/ECM No.

Fuel switching impacts should be treated the same by showing both the energy use increase and decrease

ANTICIPATED DELIVERY ORDER REPORTING REQUIREMENTS

SCHEDULE OF DELIVERABLES FOR DELIVERY ORDERS					
Item	Description	Frequency	Due	Copies	Delivered to:
001	Certificate of Insurance	One time	15 days after award of delivery order	1	Contracting Officer for delivery order
	Performance Bond	One time	15 days after award of delivery order	1	Contracting Officer for delivery order
	Payment Bond	One time	15 days after award of delivery order	1	Contracting Officer for delivery order
002	Work Schedule	Monthly	10 days before work start	2	<ul style="list-style-type: none"> <li>Contracting Officer for delivery order (1 copy)</li> <li>Contracting Officer's authorized representative for delivery order (1 copy)</li> </ul>
003	Work - Outside Normal Hours	Per occurrence	5 days before work start	3	<ul style="list-style-type: none"> <li>Contracting Officer for delivery order (1 copy)</li> <li>Contracting Officer's authorized representative for delivery order (2 copies)</li> </ul>
004	PV/ECM Installation Plan	One time	Per delivery order and, again if additional ECMs are added through modification to the delivery order	5	<ul style="list-style-type: none"> <li>Contracting Officer for delivery order (3 copies)</li> <li>Contracting Officer's authorized representative for delivery order (2 copies)</li> </ul>
005	PV/ECM Installation Quality control Inspection Program	One time	With Item 005 above	5	<ul style="list-style-type: none"> <li>Contracting Officer for delivery order (3 copies)</li> <li>Contracting Officer's authorized representative for delivery order (2 copies)</li> </ul>
006	Notification of Utility Interruption	Per occurrence	20 working days prior to outage	3	<ul style="list-style-type: none"> <li>Contracting Officer for delivery order (1 copy)</li> <li>Contracting Officer's authorized representative for delivery order (2 copies)</li> </ul>
007	O&M Manuals	One time	With training class	6	<ul style="list-style-type: none"> <li>Contracting Officer for delivery order (1 copy)</li> <li>Contracting Officer's authorized representative for delivery order (1 master for reproduction and 4 copies)</li> </ul>
008	PV/ECM Performance Verification	Per PV/ECM	Upon ECM installation	5	<ul style="list-style-type: none"> <li>Contracting Officer for delivery order (3 copies)</li> <li>Contracting Officer's authorized representative for delivery order (2 copies)</li> </ul>
009	As-built Drawings	Per PV/ECM	90 days after Government's acceptance	3	<ul style="list-style-type: none"> <li>Contracting Officer for delivery order (1 copy)</li> <li>Contracting Officer's authorized representative for delivery order (2 copies)</li> </ul>
010	Annual Energy Audit for PV/ECM Performance	Annually	15 days after audit	5	<ul style="list-style-type: none"> <li>Contracting Officer for delivery order (3 copies)</li> <li>Contracting Officer's authorized representative for delivery order (2 copies)</li> </ul>



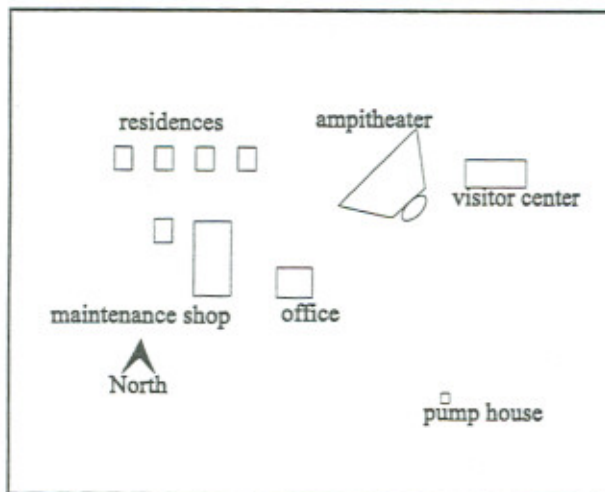
## SITE TECHNICAL DATA PACKAGE (NARRATIVE PORTION)

### **HYPOTHETICAL FEDERAL PROJECT FOR EVALUATING CRITERION 3 OF PV SUPER ESPC PROPOSALS**

This document presents the photovoltaic power requirements for a hypothetical Federal facility. These requirements are used only to evaluate proposed solutions, and do not represent the actual requirements of any actual facility. These requirements are designed, however, to be typical of the type and scale of power requirements found at remote (without utility service) Federal facilities.

#### **(1) DESCRIPTION OF FACILITIES**

The hypothetical facility consists of a Visitor Center, a campground, five residences, a small office building, a maintenance shop, a pump house, and an amphitheater. All buildings were built in 1962, and the 4/12 pitched roofs were last replaced in 1989. The ridges of the visitor center and residences roofs run east-west while that of all other buildings run north-south. The buildings are masonry block construction with asphalt shingle roofs. Land directly to the south of the maintenance building is available for any new construction projects. The site is used year round. A plan of the site is illustrated in Figure 1. There is no electric or gas utility service to the site, with electric power supplied by diesel generators and heat supplied by propane furnaces, heat pumps and portable electric resistance heaters. The facility is located near Bakersfield, CA.



#### **Electrical System**

The site is served with electric power by two diesel generators, both installed in November of 1994. The generators are rated for single phase, 32 kW, 32 kVA or 3 phase 32 kW, 40 kVA, 240 Volts, 20 Amps. In 1995, new underground diesel fuel storage tanks were installed with secondary containment and cathodic protection. The generators are located inside the maintenance shop, in a room separated from the rest of the shops by a masonry block wall. Power is distributed in the site by underground distribution. Generator oil is changed every 250 hours of operation and

filters are replaced every 1000 hours of operation. Diesel fuel consumption is estimated at 39 gallons per day, based on typical annual consumption of about 14,220 gallons per year. The diesel fuel costs \$1.10/gallon delivered. The cost for oil and filters is estimated at \$1,450 per year for 400 quarts of oil and 9 filters. Labor requirements are estimated at 1 man-day per maintenance operation (260 hours/year at \$19/hour) for an estimated annual cost of \$4,950/year. Each generator is replaced every 6 years at a cost of about \$16,000 each. Thus, the total cost for power generation at the facility is about \$22,000 per year, plus the cost of periodic generator replacement. The average daily electrical energy consumption is estimated at 297 kWh in



Summer (May 1 to September 30) and 332 kWh/day in winter (October 1 to April 30) for an annual total of approximately 115,000 kWh/year.

### **Maintenance Building**

The 2,500 square foot maintenance shop consists of a carpentry shop, a paint booth, and a plumbing shop, as well as an area for laundry and a room housing diesel generators. The building is operated from 8 am to 5 pm, Monday through Friday, with a peak occupancy of 10 and an average occupancy of 4 persons. The demand is estimated at 21 kW and the winter daily energy consumption at 90 kWh, while in summer the daily energy consumption is estimated at 88 kWh. Propane use in the maintenance building averages 2.9 gallons per day in winter with no propane use in summer.

### **Visitor Center**

The 1,200 square foot visitor center consists of display area, bookstore, and small office. There are two heat sources, either of which is able to supply the heat load of the building. Heat is supplied by a 8.4 kw input heat pump, and also by a 90,000 btu input, 70,000 btu output furnace (rated for natural gas) fueled by a propane tank behind the visitor center. The building is supplied with both evaporative cooling and compression cooling (by the heat pump), the compressor motor is 15.3 RLA. The evaporator fan motor is 2.7 FLA and the condenser fan motor is 1.5 FLA. The evaporative cooler fan motor is 0.5 FLA. The demand is estimated at 10 kW and the winter daily energy consumption at 80 kWh, while in summer daily energy consumption is estimated at 29 kWh. Propane use at the visitor center averages 2.9 gallons per day in the winter, with no propane use in the summer.

### **Residences**

Each 1,500 square foot residence consists of two bedrooms each with a private bathroom and a common kitchen and dining area and a living room. The residences are typically occupied by two people, but may also house a family with children. All of the five residences are identical. The residences are also supplied with both evaporative and compression air conditioning. The starting current for one of the 240 Volt residential air conditioning units was measured at 89 A peak, with a 22 A rms value. For each residence, the demand is estimated at 13 kW and the daily energy consumption estimated at 32 kWh in summer and 28 kWh in winter. Propane use for each residences averages 0.9 gallons per day in summer and 3.8 gallons per day in winter.

### **Office**

The 1,000 square foot office is operated from 8 am to 5 pm, Monday through Friday, with a peak occupancy of 6 and an average occupancy of 2 persons. The office is cooled by evaporative cooling. Estimated demand is 3 kW in winter and 4 kW in summer, and estimated daily energy consumption is 13 kWh/day in winter and 15 kWh/day in summer. Propane use averages 2.9 gallons per day in winter with no propane use in summer.



### **Campground**

Power is supplied for exterior lighting of the campground. There are four pole mounted lamps, each with a 100W incandescent light bulb. The estimated demand is 1.6 kW and average daily energy consumption is 3.5 kWh.

### **Amphitheater**

The amphitheater is served by the campground feeder and power is used periodically to power portable audio-visual equipment, lighting, and other special uses. There are two electric outlets and ten lighting fixtures, each with one 100 W incandescent light bulb. Estimated monthly energy consumption ranges from 4 kWh/month to 22 kWh/month. Average daily energy consumption when the amphitheatre is in use is estimated at 2.6 kWh/day.

### **Pump house**

The pump house contains a pump and diesel engine. No electric power is supplied to the pump house. Water is pumped from the 150 foot deep well to a 10,000 gallon storage tank located at an elevation of 60 feet above the wellhead and a distance of one mile from the well head. The pipe diameter is 4 inches. The water level in the well drops from 100 feet to 120 feet when pumping at 10 gallons per minute. The 5 gallon tank on the engine is filled daily and allowed to pump water until the fuel tank is empty. Water consumption is estimated at 3000 gallons per day.

## **(2) SPECIFIC PV EQUIPMENT REQUIREMENTS**

The site proposal shall provide for high quality PV system components which meet the standards outlined below. PV system components shall meet or exceed all of the requirements and specifications, as well as economic and performance criteria established for the system application.

### General Requirements

An entire PV system designed to require regular maintenance and inspection no more frequently than once every six months.

All of the components proposed shall have a proven record of reliable performance in similar applications.

All PV systems and their components proposed shall be protected from any anticipated failures. Such possible failures could include electrical surges (array or lighting caused), over depletion of battery energy, overloading of generators, and any other predictable problems.

Inclusion in proposal of realistic estimate of the life of each component as substantiated by component warranties and an approximate replacement schedule.

Proposal must be of commercially available, off-the-shelf components.

### Climatic Considerations

PV systems proposed, including the equipment enclosure, PV array, and array mount, shall be able to withstand maximum winds of 90 mph.

### **(3) SPECIFIC PV MODULE REQUIREMENTS**

The modules proposed shall be commercially available and meet JPL Block V specifications.

The modules proposed shall be designed for a minimum operational life of twenty years.

### **(4) PV Array & Mounting Structure Requirements**

The mounting structure proposed shall hold the bottom of the array a minimum of thirty-six (36) inches above the ground to minimize shading from snow accumulations and vegetation.

The mounting structure proposed shall provide extra attachment points for tie down guy wires for use of the system in more extreme wind conditions.

### **(5) Wiring Requirements**

Conductors proposed shall be sized to keep voltage losses to less than 5% and an estimation of losses shall be stated.

### **(6) Battery Storage Requirements**

The battery bank proposed shall be sized to supply a minimum of 10 days of daily energy requirements to the load at a minimum outdoor temperature of -20°F, a discharge rate of C/20, and the maximum depth-of-discharge recommended by the battery manufacturer.

The proposed battery bank shall be mounted in racks and trays rated for use in seismic zone 4 and enclosed in a battery box with adequate ventilation.

The proposed battery materials shall be stated as being fully recyclable by the manufacturer to minimize disposal problems at the end of their useful life.

### **(7) Inverter Requirements**

The proposed inverter shall contain internal circuitry to protect the inverter from high battery voltage, low battery voltage, high instantaneous current, and extended over-current. The inverter or charge controller shall provide load compensated over-discharge protection for the batteries.



**(8) Battery Charge Controller Requirements**

A charge controller shall be proposed to prevent overcharging of the battery bank. The proposed charge controller shall be able to function properly in the temperature extremes experienced at the installation site, and the battery charging functions shall be temperature compensated.

**(9) Monitoring and Control Equipment Requirements**

This proposed system shall include monitoring and control equipment installed.

The proposed system shall have access points for utility testing and monitoring within the enclosure. These access points shall include: battery voltage; battery current; array voltage; and array current.

**(10) Water Pumping Equipment Requirements**

The proposed pump controller shall have automatic pump wake-up and shut-down.

## SITE TECHNICAL DATA PACKAGE (TABLES PORTION)

### Typical Information Formatting

LEVEL	Level of Information	Facility Information	Energy Usage Information	Operational Information
1	Site -Whole Facility Information	Name, Address, Agency, Contact, Use Name, Size, Age, Floors,Use, Type of		L1-Utility Rate Info, L1 Utility Bills Building Level energy consumption
	Schedule-Occupancy, production	Energy Systems		schedules
2	Building	Type of System	End-use data, energy consumption	End-use profiles, control data
3	Energy Consuming System	Type of equipment, part name/model #,		Equipment energy consumption
4	Components	number of pieces, location,nameplate energy consumption data		
	End-use data, control data			

### Worksheets in This Workbook

L1 - Facility Information  
L1 - Energy Usage Information

L2 - Building Information

L2 - Building Operational Info

L3 - Energy Consuming Systems



## L1 - Facility Information

**FEMP SuperEnergy Saver - Standard Data Format****Facility and Site Information**

INPUT

Facility Name	Camp FEMP
Agency	
Address	
City, State, Zip Code	

Primary Facility Contact	
Phone Number	

Average Heating Degree Days (65 F)	2182
Average Cooling Degree Days (65 F)	2365

Number of Buildings	11
Gross Facility Floor Area (sqft.)	12320
Conditioned Floor Area (sqft.)	12200

General Facility/Site Purpose	Visitor Center and Campground
-------------------------------	-------------------------------

Total Facility/Site Occupancy	30
-------------------------------	----

L1 - Energy Usage Information

FEMP SuperEnergy Saver - Standard Data Format				
Energy Usage Information				
Diesel Fuel used to Generate Electricity				
Diesel Fuel Supplier		Propane Fuel Supplier		
Fuel Supplier Name		Fuel Supplier Name		
Address		Address		
Phone Number		Phone Number		
Account Number		Account Number		
Rate Code		Rate Code		
Diesel Fuel Use Profile		Propane Fuel Use Profile		
Average Annual Usage:	14220 (gallons/year)	Average Annual Usage:	2441 (gallons/year)	
Average Annual Cost:	1.1 (\$/gallon)	Average Annual Cost:	\$2,441 (\$/gallon)	
Cost per delivery	0 (\$/trip)	Cost per delivery	0 (\$/trip)	
Number of deliveries per year	15	Number of deliveries per year	6	
Generator Information				
Number of Generators	2			
Brand Name and Model	Onan 35DGGB			
Rated Capacity	32 (kW)			
Year Built/Expected Life	1994/ 6 years (years)			
Hours Cycled ON/OFF Gen1	168 on 168 off			
Gen.2	168 off 168 on			
Operated at % of Capacity	41%			
Electricity Generated per year	115000 (kWh/yr)			
Size of Fuel Storage Tank	1,000 (gallons)			
Age and condition of tank	new, good			
Hours of maint. Labor/ year	260 (hours)			
Labor Cost	19 (\$/hour)			
Cost of Supplies per year	1,450 (\$/year)			
Diesel Fuel used for non-generator loads				
Load	Usage			
	(gallons/year)			
	(gallons/year)			
	(gallons/year)			
	(gallons/year)			



## L2 - Building Information

**FEMP SuperEnergy Saver - Standard Data Format****Building Information** (building totals should flow up to L1 values as appropriate)**General Information**

Building Name	Building Age	Use/Purpose	Floor Area (sqft)	Primary Lighting Type	Primary HVAC Type
vistor Center	30	retail, contact	1200	fluor	AC/ propane furnace
Maintenance	30	shop	2500	flourescent	evap/propane
Residence	30	housing	1500	incand	AC/propane furnace
Office	30	office	1000	fluor	evap/propane
Campground					
Amphitheatre					
Pumphouse	30	equipment	100	incand	none

**Shell and Conditioned Space Information**

Building Name	Construction Type	Roof Area (sqft)	Exposed Above Grade Wall (sqft)	Glazing Area (sqft)	Wall Insulation	Glazing Type	Gross Conditioned Area (sqft)
vistor Center	Frame	1200	1100	200	R-11	single	1200
Maintenance	Frame	2500	1600	100	R-11	single	2500
Residence	Frame	1500	1200	120	R-11	single	1500
Office	Frame	1000	1000	50	R-11	single	1000
Campground							
Amphitheatre							
Pumphouse	Masonry block	100		0	0		0

L2 - Building Operational Info

FEMP SuperEnergy Saver - Standard Data Format

0

Building Operational Data

Building Use Schedules (complete one table for each building and season as needed)

Building Name	Visitor Center							
Season	summer							
Days	M	T	W	Th	F	Sa	Sun	Holiday
Hour Open	8	8	8	8	8	8	8	8
Hour Closed	17	17	17	17	17	17	17	17
Peak Occupants	10	10	10	10	10	10	10	10
Avg. Occupants	4	4	4	4	4	4	4	4
Avg. Open Hours per Week	63							

Building Name	Maintenance							
Season	summer							
Days	M	T	W	Th	F	Sa	Sun	Holiday
Hour Open	8	8	8	8	8	0	0	0
Hour Closed	17	17	17	17	17	0	0	0
Peak Occupants	10	10	10	10	10	0	0	0
Avg. Occupants	4	4	4	4	4	0	0	0
Avg. Open Hours per Week	45							

Building Name	Residence							
Season	summer							
Days	M	T	W	Th	F	Sa	Sun	Holiday
Hour Open	1	1	1	1	1	1	1	1
Hour Closed	24	24	24	24	24	24	24	24
Peak Occupants	8	8	8	8	8	8	8	8
Avg. Occupants	2	2	2	2	2	2	2	2
Avg. Open Hours per Week	168							

Building Name	Office							
Season	summer							
Days	M	T	W	Th	F	Sa	Sun	Holiday
Hour Open	8	8	8	8	8	0	0	0
Hour Closed	17	17	17	17	17	0	0	0
Peak Occupants	6	6	6	6	6	0	0	0
Avg. Occupants	2	2	2	2	2	0	0	0
Avg. Open Hours per Week	45							

Building Name	Campground							
Season	summer							
Days	M	T	W	Th	F	Sa	Sun	Holiday
Hour Open	1	1	1	1	1	1	1	1
Hour Closed	24	24	24	24	24	24	24	24
Peak Occupants	10	10	10	10	10	10	10	10
Avg. Occupants	3	3	3	3	3	3	3	3
Avg. Open Hours per Week	168							

Building Operational Data

Building Use Schedules (complete one table for each building and season as needed)

Building Name	Visitor Center							
Season	winter							
Days	M	T	W	Th	F	Sa	Sun	Holiday
Hour Open	8	8	8	8	8	8	8	8
Hour Closed	17	17	17	17	17	17	17	17
Peak Occupants	10	10	10	10	10	10	10	10
Avg. Occupants	4	4	4	4	4	4	4	4
Avg. Open Hours per Week	63							

Building Name	Maintenance							
Season	winter							
Days	M	T	W	Th	F	Sa	Sun	Holiday
Hour Open	8	8	8	8	8	0	0	0
Hour Closed	17	17	17	17	17	0	0	0
Peak Occupants	10	10	10	10	10	0	0	0
Avg. Occupants	4	4	4	4	4	0	0	0
Avg. Open Hours per Week	45							

Building Name	Residence							
Season	winter							
Days	M	T	W	Th	F	Sa	Sun	Holiday
Hour Open	1	1	1	1	1	1	1	1
Hour Closed	24	24	24	24	24	24	24	24
Peak Occupants	8	8	8	8	8	8	8	8
Avg. Occupants	2	2	2	2	2	2	2	2
Avg. Open Hours per Week	168							

Building Name	Office							
Season	winter							
Days	M	T	W	Th	F	Sa	Sun	Holiday
Hour Open	8	8	8	8	8	0	0	0
Hour Closed	17	17	17	17	17	0	0	0
Peak Occupants	6	6	6	6	6	0	0	0
Avg. Occupants	2	2	2	2	2	0	0	0
Avg. Open Hours per Week	45							

Building Name	Campground							
Season	winter							
Days	M	T	W	Th	F	Sa	Sun	Holiday
Hour Open	1	1	1	1	1	1	1	1
Hour Closed	24	24	24	24	24	24	24	24
Peak Occupants	10	10	10	10	10	10	10	10
Avg. Occupants	3	3	3	3	3	3	3	3
Avg. Open Hours per Week	168							



Building Name	Amphitheatre							
Season	summer							
Days	M	T	W	Th	F	Sat	Sun	Holiday
Hour Open	0	0	0	0	18	18	18	0
Hour Closed	0	0	0	0	20	20	20	0
Peak Occupants	0	0	0	0	40	40	40	0
Avg. Occupants	0	0	0	0	10	10	10	0
Avg. Open Hours per Week	6							

Building Name	Amphitheatre							
Season	winter							
Days	M	T	W	Th	F	Sat	Sun	Holiday
Hour Open	0	0	0	0	0	0	0	0
Hour Closed	0	0	0	0	0	0	0	0
Peak Occupants	0	0	0	0	0	0	0	0
Avg. Occupants	0	0	0	0	0	0	0	0
Avg. Open Hours per Week	0							

Building Name	Pump House							
Season	summer							
Days	M	T	W	Th	F	Sat	Sun	Holiday
Hour Open	0	0	0	0	0	0	0	0
Hour Closed	0	0	0	0	0	0	0	0
Peak Occupants	0	0	0	0	0	0	0	0
Avg. Occupants	0	0	0	0	0	0	0	0
Avg. Open Hours per Week	0							

Building Name								
Season								
Days	M	T	W	Th	F	Sat	Sun	Holiday
Hour Open	0	0	0	0	0	0	0	0
Hour Closed	0	0	0	0	0	0	0	0
Peak Occupants	0	0	0	0	0	0	0	0
Avg. Occupants	0	0	0	0	0	0	0	0
Avg. Open Hours per Week	0							

L3 - Energy Consuming Systems

FEMP SuperEnergy Saver - Standard Data Format

Energy Consuming Systems

Summer is May 1 to September 30

Winter is October 1 to April 30

Electrical Systems

Building Visitor Center

Item	Number of units	% Usage	System Type/Description	Load per Unit (W)	Summer Hours per day	Winter Hours per day	Summer days per week	Winter Days per week
Outside Lights	3	100	15 W compact fluorescent,	15	8	9	7	7
Outside Lights	3	100	75 Watt incandescent A-19 lamps	75	8	9	7	7
Outside Lights	2	100	150 Watt Reflector incandescent	150	8	9	7	7
Indoor lights	5	80	3-lamp fluorescent industrial fixtures	130	9	9	7	7
Exhaust fan	2	50	250 W fan motor	250	1	1	7	7
Heat Pump	1	100	Unitary heat pump, compressor	8400	1	8	1	7
Evap Cooler	1	100	Evaporative cooler fan motor, 1.5	876	9	0	7	1
Cash Registers	2	100	electronic cash registers	34	9	9	7	7
Radio Base Unit	1	100	12 V radio powered by transformer	30	24	24	7	7
Computer	1	100	Desktop PC, monitor, printer	120	1	1	7	7
Coffee Maker	2	50	Drip coffee maker with warming pad	600	1	1	7	7
Vacuum Cleaner	1	100	upright vacuum cleaner	840	0.25	0.25	1	1
Battery Charger	1	100	radio battery charger	35	24	24	7	7

Building Maintenance

Item	Number of units	% Usage	System Type/Description	Load per Unit (W)	Summer Hours per day	Winter Hours per day	Summer days per week	Winter Days per week
Office								
Outside Lights	1	100	30 W compact fluorescent,	30	8	9	7	7
Indoor lights	2	100	2-lamp fluorescent industrial fixtures	90	3	3	5	5
Floor Heater	1	100	1500 W electric heater	1500	0	3	5	5
Ceiling Heater	1	100	1250 W electric heater	1250	0	1	5	5
Evap Cooler	1	100	Evaporative cooler fan motor, 1.5	876	3	0	5	5
Refrigerator	1	100	upright refrigerator	450	8	8	7	7
Radio Base Unit	1	100	12 V radio powered by transformer	30	24	24	7	7
Computer	1	100	Desktop PC, monitor, printer	600	1	1	7	7
Water cooler	1	100	water cooler	744	8	8	7	7
Battery Charger	1	100	radio battery charger	35	24	24	7	7
Generator Room								
Ceiling lights	5	100	200 W incandescent	200	0.5	0.75	1	1
Day Use Pump	1	100	pump for filling day tank	792	0.17	0.17	1	1
Battery Charger	1	100	Battery Charger	2640	0.5	0.5	7	7
Fan	1	100	Electric Fan	396	0.25	0.25	5	5
Leak Sensor	1	100	deisel fuel leak sensor	1200	24	24	7	7
Fuel filter	1	100	filter	312	24	24	7	7
Fuel Pump	1	100	unleaded fuel pump	560	0.17	0.17	7	7
Fuel pump	1	100	deisel fuel pump	560	0.17	0.17	7	7
Carpentry Shop								
Ceiling lights	7	100	2-lamp fluorescent industrial fixtures	90	3	3	5	5
Outside Lights	3	100	100 w incandescent	100	8	10	7	7
Radial arm saw	1	100	radial arm saw	2040	0.25	0.25	1	
Table Saw	1	100	table saw, 120 V,	2640	0.5	0.5	1	
Drill Press	1	100	drill press, 120 V	1440	0.25	0.25	5	5
Grinder	1	100	grinder, 120V	1560	0.25	0.25	1	1
Sander	1	100	sander, 120 V	1260	0.25	0.25	1	1



Router	1	100	router, 120 V	192	0.17	0.17	5	5
vacuum cleaner	1	100	shop vacuum cleaner	780	0.17	0.17	5	5
Painting Shop								
Ceiling lights	6	100	2-lamp fluorescent industrial fixtures	90	3	3	5	5
Outside Lights	2	100	75 W incandescent	75	8	10	7	7
Bench Grinder	1	100	bench grinder	396	0.17	0.17	1	1
Evap cooler	1	100	Evaporative cooler fan motor, 1.5	900	3	0	5	5
air compressor	1	100	air compressor	1632	0.25	0.25	1	1
water heater	1	100	4500 W electric water heater	4500	2	2	7	7
washer	1	100	clothes washer, 2 loads per day	600	0.83	0.83	5	5
dryer	1	100	electric clothes dryer, 2 loads per	8000	1.5	1.5	5	5

# **Building**      **Residence**

Item	Number of units	% Usage	System Type/Description	Load per Unit (W)	Summer Hours per day	Winter Hours per day	Summer days per week	Winter Days per week
Outside Lights	3	100	75 W incandescent	75	8	9	7	7
Indoor lights	11	100	75 W incandescent	75	4	6	7	7
Floor lamps	4	50	75 W incandescent	75	4	4	7	7
washer	1	100	clothes washer, 1 load per week	600	0.83	0.83	1	1
dryer	1	100	electric clothes dryer, 1 load per	8000	1.5	1.5	1	1
Evap Cooler	1	100	Evaporative cooler fan motor, 1.5	876	6	0	7	0
Refrigerator	1	100	upright refrigerator	450	8	8	7	7
Radio Base Unit	1	100	12 V radio powered by transformer	30	24	24	7	7
TV	1	100	TV	300	4	4	7	7
Dish Washer	1	100	dish washer with booster	1500	1	1	2	2
Door Bell	1	100	doorbell transformer	20	24	24	7	7
Radio Base Unit	1	100	radio battery charger	35	24	24	7	7

# **Building**      **Office**

Item	Number of units	% Usage	System Type/Description	Load per Unit (W)	Summer Hours per day	Winter Hours per day	Summer days per week	Winter Days per week
Outside Lights	1	100	75 W incandescent	75	8	9	7	7
Indoor lights	6	100	2-lamp fluorescent industrial fixtures	90	9	9	5	5
Radio Base Unit	1	100	12 V radio powered by transformer	30	24	24	7	7
Typewriter	1	100	typewriter	70	1	1	5	5
Laser Printer	1	100	laser printer	770	1	1	5	5
Computer	1	100	computer	600	4	4	5	5
Copier	1	100	copier	1440	2	2	5	5
Evaporative Cooler	1	100	evap cooler	876	2	0	5	0
Battery Charger	1	100	radio battery charger	35	24	24	7	7

# **Building**      **Campground**

Item	Number of units	% Usage	System Type/Description	Load per Unit (W)	Summer Hours per day	Winter Hours per day	Summer days per week	Winter Days per week
Outside Lights	4	100	100 W incandescent	100	8	9	7	7

# **Building**      **Amphitheatre**

Item	Number of units	% Usage	System Type/Description	Load per Unit (W)	Summer Hours per day	Winter Hours per day	Summer Days per week	Winter Days per week
Projector	1	100	projector	300	2	2	1	1
Outside Lights	10	100	100 W incandescent	100	2	2	1	1

## Propane Gas Systems

Building	System Type/Description	Avg. Input Load (kBtu/hr)	Summer Hours per day	Winter Hours per day	Summer days per week	Winter Days per week
Visitor Center	Forced air furnace 90 kbtu in 70 kbtu out.	90	0	3	0	7
Residence	Stove/oven	40	1	1	7	7
Residence	Forced air furnace 90 kbtu in 70 kbtu out.	90	0	3	0	7
Residence	Water Heater	40	1	1	7	7
Maintenance	Forced Air Propane Furnace	90	0	3	0	5
Office	Forced Air Propane Furnace	90	0	3	0	5